CITY OF BAYTOWN
NOTICE OF MEETING

THE CITY COUNCIL OF THE CITY OF BAYTOWN AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT WILL PARTICIPATE IN A JOINT MEETING THURSDAY, JUNE 25, 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 Jacob Powell, District No. 5

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. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider approving the minutes of the City Council Regular Joint Municipal Development District meeting held on May 28, 2026.

b. Receive the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

c. Consider a resolution setting a public hearing regarding the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

3. CITY COUNCIL ITEMS - MINUTES

a. Consider approving the minutes of the City Council Work Session and City Council Regular Joint Municipal Development District meeting held on May 28, 2026.

4. RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

b. Present a proclamation recognizing the Baytown Chapter of Top Ladies of Distinction, Inc. for 40 years of dedicated service to the Community.

5. CITY OF BAYTOWN NOVEMBER 3, 2026, GENERAL ELECTION

a. Consider an ordinance calling the City of Baytown General Election to be held on November 3, 2026, for the purpose of electing Council Members from District 4, 5, and 6.

b. Consider an ordinance authorizing the City Manager to execute a Joint Election Agreement with Harris County, Texas, for the General Election to be held on November 3, 2026.

c. Consider an ordinance authorizing the City Manager to execute a Joint Election Agreement with Chambers County, Texas, for the General Election to be held on November 3, 2026.

6. PROPOSED ORDINANCES

a. Consider an ordinance regarding proposed text amendments to the Unified Land Development Code (ULDC) to change Section 2.31 Consolidated Use Table; to change Section 2.33 Use Specific Standards; and to change Article 10 Word Usage.

7. PROPOSED RESOLUTIONS

a. Consider a resolution granting the petition for the proposed annexation of approximately 60 acres of land, located at 5359 East Grand Parkway South, Chambers County.

8. CONSENT

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

a. Consider an ordinance to amend the Fiscal Year 2026 budget for encumbrances carried forward from Fiscal Year 2025, interfund transfers, capital projects, and contributions made to departments.

b. Consider an ordinance authorizing the award of the Light Towing and Storage Services for Baytown Wrecker Service Inc.and Lindsey's Automotive LLC.

c. Consider approval of an ordinance amending the Mobile Food Unit ordinance to align with House Bill 2844 and applicable state law.

d. Consider an ordinance approving an agreement between City of Baytown and Native Construction for the removal and disposal of derelict fishing piers and construction of four new fishing piers at the Baytown Nature Center.

e. Consider an ordinance authorizing a library relocation services agreement with Library Interiors of Texas through the Choice Partners cooperative contract number 23/022MF.

f. Consider an ordinance authorizing the purchase of Heating, Ventilation, and Air Conditioning - HVAC services for the Temporary Relocation of the City of Baytown Sterling Municipal Library from Buyboard Cooperative Purchasing Program contractor American Mechanical Services of Houston, LLC.

g. Consider an ordinance authorizing a one-year Maintenance Agreement with Stryker Corporation for the maintenance and repair of certain EMS equipment.

h. Consider an ordinance approving an Interlocal Agreement with the City of Houston for reimbursement for staffing, apparatus, and supplies for the 2026 FIFA World Cup.

i. Consider an ordinance authorizing the purchase of Fire Department Uniforms from Impact Promotional Services, through the Purchasing Cooperative, Buyboard.

j. Consider an ordinance approving an agreement between the Baytown Area Water Authority and Baker Wotring LLP for review of legal, regulatory issues, options and technical support for water supply evaluation/study.

k. Consider an ordinance authorizing a Professional Service Agreement for Project Management and Staff Augmentation services for the Central District Wastewater Treatment Plant Projects with Teague, Nall, and Perkins, Inc.

l. Consider a resolution authorizing a professional service agreement to DCCM North America, LLC., for the State of Texas General Land Office Community Development Block Grant - Mitigation - Method of Distribution (CDBG-MIT-MOD) Grant No. 24-065-089-E765.

9. APPOINTMENTS

a. Consider a resolution authorizing one (1) appointment to the Baytown Library Board.

b. Consider a resolution authorizing one (1) appointment to the Baytown Area Water Authority.

10. 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.

11. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Jacob Powell regarding projects, programs and events in District No. 5.

12. 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:

/S/Carol Flynt, Assistant City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 19th day of June 2026, at 11:30 A.M.

CITY OF BAYTOWN, TEXAS
JUNE 26, 2026, REGULAR COUNCIL MEETING
AGENDA ADDENDUM

Taxpayer Impact Statement

This addendum is provided pursuant to Section 551.043(c)(2) of the Texas Government Code, the City of Baytown provides the following comparison for the median-valued homestead property. This statement shows the estimated annual property tax bill for a median-valued homestead in the City of Baytown, comparing the current tax rate, the no-new revenue tax rate, and the proposed tax rate options.

	Fiscal Year 2025 Adopted Budget	Fiscal Year 2026 Proposed Budget Tax Rate	Fiscal Year 2026 Budget at No-New Revenue
Tax Rate per $100 Valuation	$0.70042	$0.69802	$0.69803
Median-Valued Homestead	201,375	202,403	202,403
Estimate of Property Tax Bill	$1,410.47	$1,412.82	$1,412.84
Change from Prior Year		+$2.35	+$2.37

CITY COUNCIL MEETING 2. a.

Meeting Date: 06/25/2026

Subject: Minutes of the City Council Regular Joint Municipal Development District meeting held on May 28, 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 City Council Regular Joint Municipal Development District meeting held on May 28, 2026.

PREFACE

Consider approving the minutes of the City Council Regular Joint Municipal Development District meeting held on May 28, 2026.

Attachments

Minutes

DRAFT

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

May 28, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Joint Regular Joint Meeting on Thursday, May 28, 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:

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

Mayor / President Charles Johnson convened the May 28, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:34 P.M. All members were present with the exception of Council Member / Director Sarah Graham who was absent.

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

1. CITIZEN COMMENTS

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

Yvonne Thomas, 4401 Country Club View, shared information regarding parkrun's anniversary event that will be held on June 6, 2026 and highlighted what they provide to the community and to promote resident participation.

Kimberli Kosteck, 5103 Ashwood Dr., requested to have her time extended by City Council due to a medical condition. She thanked the City Manager for his response to an ongoing discussion via phone call and emails. Ms. Kosteck expressed that ongoing discussions will continue regarding the spirit of a contract.

A motion was made by Council Member / Director Kenrick Griffith and seconded by Mayor Pro Tem / Vice President Laura Alvarado to extend Ms. Kosteck's time by two minutes. The vote was as follows:

Ayes: Mayor/President Charles Johnson, Mayor Pro Tem/Vice President Laura Alvarado, Council Member/Director Kenrick Griffith, Council Member/ Director James Franco, Council Member/Director Jacob Powell and Council Member/Director Mike Lester

Nays: None

Other: Council Member/Director Sarah Graham (Absent)

Approved

Karyl Williams, 3310 Rolling River Dr., shared appreciation to parkrun for providing the welcoming atmosphere she experienced and thanked the organization for the community feel.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider a resolution authorizing a Professional Services Agreement with RubinBrown, LLC to perform audit services for the Hyatt Regency Baytown-Houston Project.

Director of Finance Teresa McKenzie provided a summary regarding the agreement with RubinBrown, LLC.

A motion was made by Vice President Laura Alvarado and seconded by Director Mike Lester to approve Resolution No. 508. The vote was as follows:

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

Nays: None

Other: Director Sarah Graham (Absent)

Approved

RESOLUTION NO. 508

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RUBINBROWN, LLC TO PERFORM AUDIT SERVICES FOR THE

ACCOUNTS MAINTAINED FINANCIAL STATEMENTS OF THE HYATT REGENCY BAYTOWN-HOUSTON PROJECT FOR THE YEAR ENDED SEPTEMBER 30, 2025; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. CITY COUNCIL ITEMS – RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

Director of Human Resources Joey Lopez presented the item and provided a video presentation of the individual that received the Years of Service award for the month of May.

30 YEARS
Michael Johnson, Public Works and Engineering, Water Plant Operator

b. Results of the 2026 Healthier Texas Community Challenge, which mobilizes the community to promote wellness and recognition of Baytown's top citizen champion, Sam Chapa.

Mayor Pro Tem Laura Alvarado introduced Amanda Kennington with Goose Creek Consolidated Independent School District (GCCISD) to provide details regarding the program.

Ms. Kennington presented the results for the 2026 Healthier Texas Community Challenge. City of Baytown placed 2nd in the Mid-Sized Community category, Goose Creek earned 1st place for the Medium School District division, and Sam Chapa was recognized as the top individual citizen champion for Baytown.

4. PUBLIC HEARINGS

a. Conduct a public hearing regarding the proposed voluntary annexation of approximately 202.48 acres at 7701 John Martin Road.

At 6:56 P.M., Mayor Charles Johnson opened the public hearing regarding proposed voluntary annexation of approximately 202.48 acres.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing and introduced the applicant Ryan Baumgartner with Hillwood. (Exhibit B)

Mr. Baumgartner provided a presentation regarding the benefits to the City of Baytown with incorporating this development. (Exhibit C)

Mayor Charles Johnson announced citizens signed up to speak on the item.

Mark Taylor, 123 San Jacinto St., Highlands, TX, Commissioner of Emergency Services District (ESD) 14, expressed the importance of the City of Baytown ensuring adequate emergency services are readily available to provide coverage of this development area.

Mayor Charles Johnson requested clarification from City Staff regarding the emergency service coverage for this area.

City Manager Jason Reynolds informed the City Council the property will have adequate emergency service coverage if annexed as part of the developmental phase.

Council Members expressed their concerns and recommendations regarding the continuation of the partnership with Hillwood.

At 7:07 P.M., Mayor Charles Johnson closed the public hearing regarding proposed voluntary annexation of approximately 202.48 acres.

5. PROPOSED ORDINANCES

a. Consider an ordinance approving the issuance of Certificates of Obligation, Series 2026.

Director of Finance Teresa McKenzie, presented the issuance of Certificates of Obligation. (Exhibit D)

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Mike Lester to approve Ordinance No. 16,474. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,474

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE CERTIFICATES; APPROVING THE

PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance approving the issuance of General Obligation Bonds, Series 2026.

Director of Finance Teresa McKenzie, provided a presentation regarding issuance of General Obligation Bonds. (Exhibit E)

Council Members expressed the importance of hearing the voters needs for the community and appreciation for the amount of work that takes to ensure the bond issuance is completed accordingly.

City Manager Jason Reynolds informed the City Council that over the summer an oversight committee will be established on behalf of the General Obligation Bonds, Series 2026.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,475. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE BONDS; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the purchase of replacement and installation services for water meters and sub-meter GPS units from Ameresco, Inc through the Purchasing Cooperative of America, contract #PCA OD-365-22.

Director of Finance Teresa McKenzie, provided a summary regarding replacement and installation services for water meters and sub-meter GPS units.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,476. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FORTY-TWO THOUSAND NINE HUNDRED THIRTY-THREE AND 00/100 DOLLARS ($3,342,933.00) TO AMERESCO, INC FOR THE PURCHASE OF WATER METER AND SUB-METER GPS REPLACEMENT AND INSTALLATION SERVICES THROUGH THE PURCHASING COOPERATIVE OF AMERICA, CONTRACT #PCA OD365-22; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement with Vida Mariscos VII Inc. for the development a new restaurant facility.

Economic Development Manager Brian Moran provided a presentation regarding the restaurant facility development. (Exhibit F)

A motion was made by Council Member Kenrick Griffith and seconded by Council Member James Franco to approve Ordinance No. 16,477. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,477

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 A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH VUELVE A LA VIDA MARISCOS, INC. TO FACILITATE THE CONSTRUCTION AND REHABILITATION OF A NEW RESTAURANT FACILITY LOCATED ON A 1.86-ACRE TRACT AT 4717 INTERSTATE 10 EAST; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. CONSENT

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Items 6.a., thru Items 6.o., with the exception of Item 6.b., and Item 6.d. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

a. Consider an ordinance authorizing the purchase of Envisio Software from Carahsoft Technology Corp through the OMNIA cooperative contract R240303.

ORDINANCE NO. 16,478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF THE ENVISIO SOFTWARE PLATFORM WITH CARAHSOFT TECHNOLOGY CORP., THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS REGION 4 EDUCATION SERVICE CENTER (ESC) CONTRACT #R240303, AND AUTHORIZING PAYMENT IN AN AMOUNT OF FORTY-NINE THOUSAND FIVE HUNDRED FOUR DOLLARS AND 08/100 ($49,504.08) FOR YEAR ONE OF A THREE-YEAR SOFTWARE

SUBSCRIPTION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance amending the Lease Agreement with Bay Area Heritage Society.

Mayor Charles Johnson inquired if they could potentially extend the lease agreement by an additional five years from the current agreement.

Assistant City Attorney Kristin Holmes provided further response with Bay Area Heritage Society to finalize terms regarding the request to extend to an additional five years.

Terry Presly, Director of the Baytown Area Heritage Society Museum, 3609 LaReforma Blvd., responded to the Mayor regarding the potential request an extension to the current agreement and inquired of the current parking conditions.

The Mayor and Council Members expressed their concerns and potentially readdressing at a future date to potentially relocate or expand the availability of parking.

A motion was made by Council Member Jacob Powell and seconded by Council Member Kenrick Griffith to approve Ordinance No. 16,491, as submitted. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,491

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF BAYTOWN AND THE BAYTOWN AREA HERITAGE SOCIETY REGARDING THE PROPERTY LOCATED AT 220 WEST DEFEEE STREET, BAYTOWN TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing a professional service agreement with KFT Fire Trainer, LLC for preventative and corrective maintenance on certain fire training props at the Baytown Fire Training Field for Fiscal Year 2026.

ORDINANCE NO. 16,479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE CONTRACT WITH KFT FIRE TRAINING, LLC, FOR PREVENTATIVE MAINTENANCE ON CERTAIN FIRE TRAINING PROPS AT THE BAYTOWN FIRE TRAINING FIELD, AUTHORIZING PAYMENT THEREFOR IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND FIVE HUNDRED SIXTY-TWO AND NO/100 ($13,562.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. The proposed ordinance authorizes an agreement between City of Baytown and Pyro Shows of Texas for fireworks displays during the City's Juneteenth and July 4th celebrations.

Director of Parks Recreation and Tourism Clifford Hatch provided clarification regarding the cost affiliated with this agreement and entertainment provided at each event.

Council Members shared their personal experiences with prior years of attending the events and importance for the 250th celebration to the City of Baytown residents.

A motion was made by Council Member Mike Lester and seconded by Council Member Jacob Powell to approve Ordinance No. 16,492, as submitted. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,492

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT WITH PYRO SHOWS OF TEXAS, INC. TO PROVIDE FIREWORKS DISPLAYS FOR THE CITY OF BAYTOWN'S JUNETEENTH AND FOURTH OF JULY CELEBRATIONS IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND, NINE-HUNDRED, SEVENTY-FIVE DOLLARS ($51,975.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the Jenkins Park Facility Use and Lease Agreement between the City of Baytown, Texas and Baytown Baseball, LLC to bring the Baytown Bulkheads Collegiate Summer Baseball League to Baytown.

ORDINANCE NO. 16,480

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 A JENKINS PARK FACILITY USE AND LEASE AGREEMENT WITH BAYTOWN BASEBALL, LLC; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance amending Chapter 98, Article VII, Section 98-703(17) of the City of Baytown Code of Ordinances to remove references to Texas Commission on Environmental Quality approval of, and records related to, bonds or notes for which the agency has not adopted rules requiring review and approval.

ORDINANCE NO. 16,481

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 98 "UTILITIES," ARTICLE VII, "IN-CITY MUNICIPAL UTILITY DISTRICTS," SECTION 98-703, "CONDITIONS TO CREATION," SUBSECTION 17, OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO REMOVE REFERENCES TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY APPROVAL OF, AND RECORDS RELATED TO, BONDS OR NOTES FOR WHICH THE AGENCY HAS NOT ADOPTED RULES REQUIRING REVIEW AND APPROVAL; PROVIDING FOR A PENALTY NOT EXCEEDING FIVE HUNDRED AND NO/100 DOLLARS ($500.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

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

ORDINANCE NO. 16,482

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE CITYWORKS SOFTWARE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR THE SOFTWARE USED TO MANAGE, TRACK, AND ANALYZE ALL CITY INFRASTRUCTURE ASSETS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN OF AN AMOUNT NOT TO EXCEED EIGHTY-

FOUR, THOUSAND, SEVEN-HUNDRED, THIRTY-NINE DOLLARS ($84,739.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing the annual renewal of ArcGIS Enterprise Agreement (EA) from Environmental Systems Research Institute, Inc (ESRI).

ORDINANCE NO. 16,483

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT FOR YEAR THREE (3) OF THE THREE-YEAR ARCGIS ENTERPRISE LICENSE AGREEMENT TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($58,500.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance awarding the renewal of Annual Fittings Valves and Meter Boxes contract to Ferguson Enterprises LLC.

ORDINANCE NO. 16,484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SECOND RENEWAL OF THE ANNUAL FITTINGS VALVES AND METER BOXES SUPPLY SERVICES CONTRACT WITH FERGUSON ENTERPRISES, LLC; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-EIGHT THOUSAND SIXTY HUNDRED EIGHTY-EIGHT AND 88/100 DOLLARS ($158,688.88); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

j. Consider an ordinance authorizing a professional services agreement for construction materials testing services with Terracon Consultants, Inc. for the IH-10 Lift Station Rehabilitation Project.

ORDINANCE NO. 16,485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR MATERIAL TESTING SERVICES FOR THE IH-10 LIFT STATION REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED

FIFTY-THREE THOUSAND, SIX-HUNDRED, NINETEEN DOLLARS ($53,619.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

k. Consider an ordinance authorizing a professional services agreement for preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project with HR Green, Inc.

ORDINANCE NO. 16,486

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN, INC. FOR PRELIMINARY ENGINEERING SERVICES FOR THE NEIGHBORHOOD ATERLINE AREA - MORRELL PARK PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED, TWENTY-NINE THOUSAND, ONE HUNDRED, FORTY DOLLARS ($129,140.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

l. Consider an ordinance authorizing Change Order No. 3 for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc.

ORDINANCE NO. 16,487

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 3 IN THE AMOUNT OF THIRTY-SIX THOUSAND, EIGHT-HUNDRED, SIXTY AND 08/100 DOLLARS ($36,860.08) FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT OPERATIONS BUILDING PROJECT WITH TEGRITY CONTRACTORS, INC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

m. Consider an ordinance granting a pipeline permit to Targa Gulf Coast NGL Pipeline LLC., for one 30-inch Natural Gas Liquids Pipeline within the Extra-Territorial Jurisdiction ("ETJ") of the City of Baytown, Harris County, Texas.

ORDINANCE NO. 16,488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE APPLICATION FOR PIPELINE PERMIT OF TARGA GULF COAST NGL PIPELINE LLC, TO INSTALL A THIRTY-INCH NATURAL GAS LIQUIDS PIPELINE IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BAYTOWN, TEXAS; ESTABLISHING THE AMOUNT OF THE

BOND; AUTHORIZING AND DIRECTING THE DIRECTOR OF ENGINEERING TO ISSUE THE PERMIT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

n. Consider an ordinance authorizing a Sidewalk Easement with Zechariah – Baytown, Limited Liability Company.

ORDINANCE NO. 16,489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A SIDEWALK EASEMENT AGREEMENT WITH ZECHARIAH BAYTOWN, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

o. Consider an ordinance amending Subpart B "Land Development Code," Chapter 110 "Floods" Article II "Flood Damage Prevention" of the Code of Ordinances, Baytown, Texas to revise as required by the Texas Water Development Board ("TWDB"), and implement changes to the Code of Ordinances in order to comply with Federal Emergency Management Agency's ("FEMA") National Flood Insurance Program (NFIP).

ORDINANCE NO. 16,490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 110 "FLOODS," ARTICLE II "FLOOD DAMAGE PREVENTION," DIVISION 1 "GENERALLY," SECTION 110-26 "DEFINITIONS"; SECTION 110-27 "STATUTORY AUTHORIZATION," SECTION 110-31 "LANDS TO WHICH THIS ARTICLE APPLIES," SECTION 110-32 "BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA"; AND DIVISION 2 "ADMINISTRATION," SECTION 110-68 "FLOODPLAIN DEVELOPMENT PERMIT REQUIRED," AND SECTION 110-71 "SUBSTANTIAL DAMAGE/IMPROVEMENT"; AND DIVISION 3 "FLOOD HAZARD REDUCTION," SECTION 110-101 "GENERAL STANDARDS," SECTION 110-102 "SPECIFIC STANDARDS," SECTION 110-104 "STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)," SECTION 110-105 "STANDARDS FOR REGULATORY FLOODWAYS," AND SECTION 110-106 "STANDARDS FOR COASTAL HIGH HAZARD AREAS" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS ($500.00) FOR EACH VIOLATION; AND

PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

7. APPOINTMENTS

a. Consider a resolution authorizing three (3) appointments to the Community Development Advisory Committee.

Director of Planning and Development Services Martin Scribner provided three applications that were received and committee member requirements.

Council Member James Franco nominated Cynthia Coker for the At-large position.

A motion was made by Council Member Mike Lester and seconded by Council Member Kenrick Griffith to appoint Cynthia Coker to the Community Development Advisory Committee. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

Council Member Kenrick Griffith nominated Stephanie Whitley for the District 3 position.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to appoint Stephanie Whitley to the Community Development Advisory Committee:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

Nominee	Position	Term Being Appointed
Cynthia Coker	At-Large	01/06/2026 - 12/31/2027
Vacant	District 5	01/06/2026 - 12/31/2027
Stephanie Whitley	District 3	01/06/2026 - 12/31/2027

RESOLUTION NO. 3097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING CYNTHIA COKER AND STEPHANIE WHITLEY TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. MANAGER'S REPORT

- Public Affairs
  - At this year's National Association of Government Communicators conference, the City of Baytown received national recognition for several public engagement initiatives led by our Public Affairs team. Most notably, Baytown earned two First Place awards for the Baytown Listening Tour and Reynolds on the Record, programs built around our commitment to transparency, accessibility, and direct communication with residents. Jason Calder was a nominee for the Rising Star award. This reflects our continued goal of making sure people everywhere have the opportunity to hear about Baytown and the work happening in our community.
- Parks, Recreation, and Tourism
  - Luis Torres with Parks, Recreation, and Tourism, graduated from University of Houston with a Bachelor's degree in Media Production with a concentration in Digital Cinematography. Congratulations on this significant milestone and keep up the great work.
- Public Works and Engineering (PWE)
  - Geovanna Arguelles recently attended the Texas Water Conference and gave a presentation on the progressive design build project on the Baytown Area Water Authority (BAWA) East Expansion. Great job Geovanna!
  - Several staff members attended the "Hard Hats and Heels: Benefiting Habitat for Humanity" event. Thank you for doing a great job representing our city!
  - PWE staff also recently participated in a BBQ Cook-off. Congratulations to the PWE BBQ team for taking 14th place overall, and a 4th place win in the dessert competition! Special shout out to Donald Curry (Duck) for making the cheesecake on site.

Mr. Reynolds, expressed appreciation and thanked Interim Director of PWE, Sharon Valiante for all the hard work and dedication she had in the PWE transition.

Looking forward to the 250th Celebration and the involvement of City Council Members and City Staff to ensure the residents receive a great event.

9. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Sarah Graham regarding projects, programs and events in District No. 3.

Council Member Kenrick Griffith reported the current projects, programs and events of District 3:

District 3 continues to see new business development, with the following locations in progress.

- Planning & Development Services
  - Sam's Club is well underway. Currently under permit for the bakery, café, pharmacy and optical, plus the fuel station. These are all nearly halfway complete. The main building in the center of the complex, which will house HomeGoods, Barnes and Noble, Haverty's, Burlington, Five Below, and Ross is also nearly halfway complete.
  - The northernmost building, which will house Dick's Sporting Goods and EOS Fitness, is also underway and nearly halfway complete.
  - Utilities, landscaping and other sitework for the entire project are ongoing as well.
- Public Works and Engineering
  - Out on Garth Road, the contractors continue storm sewer installation north of Texas Roadhouse and debris removal from existing pavement. Sanitary sewer installation north and south of the funeral home is scheduled to begin soon.
  - The I-10 lift station construction continues as well.
- Parks, Recreation, and Tourism
  - New educational murals by local artist Whitney Hayden are being added throughout the Baytown Nature Center to enhance the visitor experience. The murals are designed to add educational value and improve photo opportunities as a destination for outdoor recreation and nature tourism along the Texas Gulf Coast.
  - The 2026 Wild Wheels Family Bike Ride was held May 16 at the Baytown Nature Center as a free family event promoting outdoor recreation, bicycle safety, and healthy living. A total of 55 riders participated. The event was a partnership between Parks and Recreation, Municipal Court, Police Department, Bay Area Cycling, and RideOne through the Office of Rodney Ellis.

- Construction of the new greenhouse at the Baytown Nature Center has been completed. The project is currently awaiting final plumbing and electrical connections, which have been delayed due to recent weather. Once operational, the greenhouse will support educational programming, native plant propagation, and conservation efforts at the Nature Center.

District 3 Spotlight, Lakewood Pool Club held their annual free day at the pool and sign up for seasonal passes.

Mayor Charles Johnson shared the latest news and events with Sterling Library.

10. 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 8:12 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.087 to discuss economic development negotiations.

At 8:38 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.

11. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the May 28, 2026, Municipal Development District and City Council Regular Joint Meeting at 8:38 P.M.

_____

Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

CITY COUNCIL MEETING 2. b.

Meeting Date: 06/25/2026

Subject: Receive the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget

Prepared for: Teresa McKenzie, Finance **Prepared by:** Lianette Leon, Finance

Department: Finance

Information

ITEM

Receive the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

PREFACE

Receive the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

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

FY2026-2027 MDD Proposed Budget

FY2026-27 MDD Proposed Budget Presentation

MUNICIPAL DEVELOPMENT DISTRICT



Municipal Development District

Overview

Objective:

The Baytown Municipal Development District (MDD) seeks to facilitate economic growth and enhance the quality of life for the City of Baytown. In doing so, the MDD may help develop and finance any permissible project as defined in Chapter 377 of the Texas Local Government Code that benefits, strengthens and diversifies the economic base of Baytown. The MDD jurisdiction includes the City of Baytown and its extraterritorial jurisdiction.

Duties:

- Provide strategic direction concerning development projects and ensure financial accountability for MDD funds.
- Promote the retention and expansion of existing businesses for a sustainable economy that leads to primary job creation, and provide opportunity for new business development.
- Position Baytown as an attractive destination for visitors and further cultivate a desirable community for residents to live, work and play.
- Facilitate infrastructure projects and strategic investments that will enhance the quality of life and sense of place needed to foster sustainable and quality development.

The Board

On May 5, 2001, in the general election, the citizens of the City of Baytown voted to authorize the creation of the Baytown Municipal Development District (MDD) and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing economic development and parks projects that provide economic benefit, diversify the economic base of the community and improve our quality of life.

The board is comprised of the Mayor and six Council members.

- Charles Johnson, President
- Laura Alvarado, Vice President
- Sarah Graham, Director
- Jacob Powell, Director
- Mike Lester, Director
- Ken Griffith, Director
- James Franco, Director
- Angel Jackson, Secretary

On October 26, 2023, the MDD board voted to create the Baytown Economic Development Advisory Committee to assist in the conduct of the operation of the City government and work with City economic development staff to identify and review opportunities that will grow and enhance the quality of life for the City of Baytown, but not limited to, reviewing Business Improvement Grants and making recommendations to the City Council. The committee is comprised of seven citizen members appointed by Council.

Budget Executive Summary

The FY2026–27 Proposed Budget for the Municipal Development District (MDD) reflects a strategic allocation of resources aimed at supporting economic development, enhancing community amenities, and fulfilling long-term debt obligations. Total projected revenues for FY27 are $9.95 million, while total expenditures are budgeted at $8.96 million, resulting in revenues exceeding expenditures by $992,390 and a projected ending working capital balance of $3.96 million.

Revenues

Projected revenues for FY2026–27 total $9,947,727 and include sales tax revenue of $9.98 million, which remains the primary funding source for the district. Rebates are projected at $198,153, reflecting obligations tied to existing agreements. Investment interest is projected at $163,777.

Expenditures

Total proposed expenditures for FY2026–27 are $8,955,337, primarily supporting economic development activities, debt service, and transfers. Economic Development expenditures total $3.43 million and include the Economic Development Department, legal services, business recruitment and retention, EDF support, Hotel/Convention Center operations, ZenCity, and Baytown Voice Magazine outreach.

Non-Operating Expenses & Working Capital

Debt service totals $5.02 million and includes obligations related to the NE Wastewater Treatment Plant, Aquatics Master Plan, Pirates Bay Waterpark Expansion, Convention Center Series 2021C, and Hotel Series 2021A/B. Transfers total $500,000 for project administration and overhead to the General Fund.

The projected ending working capital balance of $3.96 million positions the MDD to maintain financial flexibility while continuing to support long-term economic development priorities.

CITY OF BAYTOWN
MDD- MUNICIPAL DEVELOPMENT DISTRICT FUND 3300
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Revenues				
Sales Tax	$9,172,120	$9,266,3129	$9,691,361	$9,982,102
Rebates	(166,839)	(160,000)	(171,993)	(198,153)
Investment Interest	155,187	122,055	159,007	163,777
Intergovernmental Funds	326,954	-	-	-
Miscellaneous	155,336	-	-	-
Total Revenues	9,642,758	9,228,367	9,678,375	9,947,727
Expenditures				
Economic Development				
Economic Development Department	305,197	315,245	323,669	531,916
Legal Services	64,443	150,000	150,000	150,000
Development of New/Expansion of Existing Businesses and Industry	-	100,000	100,000	100,000
Economic Development Foundation (EDF)	-	350,000	350,000	225,000
Hotel/Convention Center Operations	2,410,349	2,255,000	2,255,000	2,345,000
Economic Incentive - I10 Property Group	-	21,000	21,000	-
ZenCity	-	-	-	10,000
Baytown Voice Magazine	80,645	70,000	70,000	70,000
Total Economic Development	2,860,634	3,261,245	3,269,669	3,431,916
Water & Sewer Projects				
Cost Share w/Developers to Upsize Utilities	-	357,598	357,598	-
Total Water & Sewer Projects	**-**	357,598	357,598	**-**
Debt Service				
NE WW Treatment Plant (60% of 2014, 2015 & 2016 GO Refunding)	973,066	871,663	871,663	173,699
Aquatics Master Plan Construction	397,825	386,450	386,450	397,950

CITY OF BAYTOWN
MDD- MUNICIPAL DEVELOPMENT DISTRICT FUND 3300
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Pirates Bay Waterpark Expansion	336,070	334,487	334,487	334,022
Convention Center Debt Service - Series 2021C *	1,870,400	1,888,400	1,888,400	2,197,900
Hotel Debt Service - Series 2021A/B **	1,901,725	1,901,000	1,901,000	1,919,850
Total Debt Service	5,479,086	5,381,999	5,381,999	5,023,421
Transfers				
Project Administration & Overhead - GF	300,000	550,000	550,000	500,000
MDD Trustee	300,000	-	-	-
Total Transfers	600,000	550,000	550,000	500,000
Total MDD Expenditures	**8,939,720**	**9,550,843**	**9,559,266**	**8,955,337**
Revenues Over/Under Expenditures	703,039	(322,476)	119,109	992,390
Beginning Working Capital	**2,147,163**	**2,850,201**	**2,850,201**	**2,969,310**
Ending Working Capital	**$2,850,201**	**$2,527,726**	**$2,969,310**	**$3,961,700**

BAYTOWN

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT

Fiscal Year	Principal 02/01	Interest 02/01	Interest 08/01	Total Interest	Annual Requirement
2024	1,367,285	880,129	849,788	1,729,916	3,097,202
2025	1,438,892	849,788	820,678	1,670,466	3,109,358
2026	1,862,957	820,678	779,360	1,600,038	3,462,995
2027	1,251,769	779,360	750,196	1,529,556	2,781,325
2028	1,547,826	750,196	713,975	1,464,171	3,011,997
2029	1,635,697	713,975	675,651	1,389,626	3,025,323
2030	1,692,619	675,651	637,852	1,313,503	3,006,121
2031	1,374,540	637,852	605,635	1,243,487	2,618,028
2032	1,448,129	605,635	571,647	1,177,283	2,625,412
2033	1,508,384	571,647	536,167	1,107,814	2,616,198
2034	1,237,340	536,167	505,770	1,041,937	2,279,277
2035	1,238,503	505,770	475,075	980,845	2,219,348
2036	1,250,000	475,075	443,825	918,900	2,168,900
2037	1,305,000	443,825	411,200	855,025	2,160,025
2038	1,375,000	411,200	376,825	788,025	2,163,025
2039	1,440,000	376,825	340,825	717,650	2,157,650
2040	1,515,000	340,825	302,950	643,775	2,158,775
2041	1,590,000	302,950	263,200	566,150	2,156,150
2042	1,675,000	263,200	229,700	492,900	2,167,900
2043	1,735,000	229,700	195,000	424,700	2,159,700
2044	1,805,000	195,000	158,900	353,900	2,158,900
2045	1,880,000	158,900	121,300	280,200	2,160,200
2046	1,950,000	121,300	82,300	203,600	2,153,600
2047	760,000	82,300	67,100	149,400	909,400
2048	790,000	67,100	51,300	118,400	908,400
2049	820,000	51,300	34,900	86,200	906,200
2050	855,000	34,900	17,800	52,700	907,700
2051	890,000	-	17,800	17,800	907,800
	$39,238,941	$11,881,248	$11,036,720	$22,917,968	$62,156,909

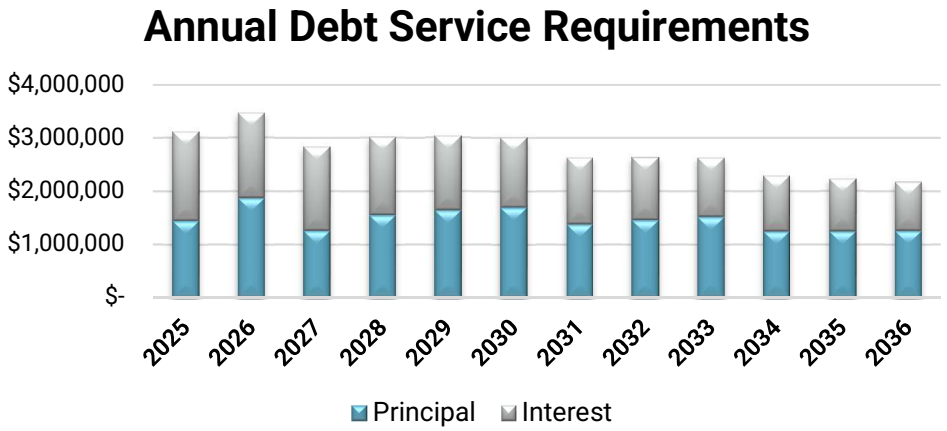
BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT ASSIGNED

Series	Obligation	Amount of Issue	Principal Outstanding Oct. 1, 2026	Principal & Interest Requirements for 2026-27			Principal Outstanding Sept. 30, 2027
				Principal	Interest	Total	
2014	General Obligation and Refunding	2,100,283	394,496	43,424	13,740	57,164	351,072
2015	General Obligation and Refunding	1,770,131	476,977	100,011	16,524	116,536	376,966
2019	General Obligation and Refunding	3,595,000	1,470,000	350,000	47,950	397,950	1,120,000
2021A	General Obligation and Refunding	2,906,667	2,028,333	248,333	85,692	334,025	1,780,000
2021C	Combined Limited Sales Tax Revenue & Third Lien Bonds*	30,680,000	30,200,000	510,000	1,365,650	1,875,650*	29,690,000
	Total	$41,052,081	$34,569,807	$1,251,769	$1,529,556	$2,781,325	$33,318,038

Notes:

* The Annual Requirement to Amortize Bonded Debt reflects only the principal and interest payments contractually due during FY2026–27. The debt service budget is higher because it includes advance funding for Next Fiscal Year debt obligations. The 2021C Combined Limited Sales Tax Revenue and Third Lien Bonds have an FY2026–27 debt service requirement of $1,875,650, while the budget includes $2,197,900 to fund the payment due October 1, 2028.

**The budget includes $1,919,850 for Hotel Debt Service Series 2021A/B.



BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES

Series 2014		Date of Issue: April 1, 2014					$ 2,100,283
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2014		$ -	$ -	$ 21,885	$ 21,885	$ 21,885	$ 2,100,283
2015	2.000%	115,291	37,163	36,023	73,186	188,477	1,984,992
2016	3.000%	174,064	36,023	33,412	69,434	243,498	1,810,928
2017	3.000%	152,720	33,412	31,121	64,532	217,252	1,658,208
2018	3.000%	135,056	31,121	29,095	60,216	195,272	1,523,152
2019	3.000%	140,208	29,095	26,992	56,087	196,295	1,382,944
2020	4.000%	145,728	26,992	24,077	51,069	196,797	1,237,216
2021	4.000%	130,272	24,077	21,472	45,549	175,821	1,106,944
2022	4.000%	135,792	21,472	18,756	40,228	176,020	971,152
2023	4.000%	142,048	18,756	15,915	34,671	176,719	829,104
2024	4.000%	148,304	15,915	12,949	28,864	177,168	680,800
2025	4.000%	154,560	12,949	9,858	22,807	177,367	526,240
2026	4.000%	131,744	9,858	7,223	17,081	148,825	394,496
2027	3.250%	43,424	7,223	6,517	13,740	57,164	351,072
2028	3.375%	44,896	6,517	5,760	12,277	57,173	306,176
2029	3.500%	46,368	5,760	4,948	10,708	57,076	259,808
2030	3.500%	48,208	4,948	4,105	9,053	57,261	211,600
2031	3.750%	50,048	4,105	3,166	7,271	57,319	161,552
2032	3.750%	51,888	3,166	2,193	5,359	57,247	109,664
2033	4.000%	53,728	2,193	1,119	3,312	57,040	55,936
2034	4.000%	55,936	1,119	-	1,119	57,055	-
		$ 2,100,283	$ 331,863	$ 316,585	$ 648,448	$ 2,748,731	$ -

Call Option: Bonds maturing on 02/01/2025 to 02/01/2034 callable in whole or in part on any date beginning 02/01/24 @ par.

Series 2015		Date of Issue: July 7, 2015					$ 1,770,131
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2016		$ 21,331	$ 47,057	$ 41,308	$ 88,365	$ 109,696	$ 1,748,800
2017	5.000%	101,060	41,308	38,781	80,089	181,150	1,647,739
2018	5.000%	107,705	38,781	36,089	74,870	182,575	1,540,035
2019	5.000%	114,349	36,089	33,230	69,319	183,667	1,425,686
2020	5.000%	121,692	33,230	30,188	63,418	185,110	1,303,994
2021	5.000%	129,385	30,188	26,953	57,141	186,526	1,174,609
2022	5.000%	137,079	26,953	23,526	50,479	187,558	1,037,530
2023	5.000%	145,821	23,526	19,881	43,407	189,227	891,709
2024	5.000%	154,913	19,881	16,008	35,888	190,801	736,797
2025	5.000%	164,704	16,008	11,890	27,898	192,602	572,093
2026	5.000%	95,116	11,890	9,512	21,402	116,518	476,977
2027	5.000%	100,011	9,512	7,012	16,524	116,536	376,965
2028	3.375%	41,263	7,012	6,316	13,328	54,591	335,702
2029	3.500%	42,662	6,316	5,569	11,885	54,547	293,040
2030	3.625%	44,411	5,569	4,764	10,333	54,744	248,629
2031	3.625%	46,159	4,764	3,927	8,692	54,851	202,470
2032	3.750%	47,908	3,927	3,029	6,957	54,864	154,563
2033	3.750%	49,656	3,029	2,098	5,127	54,783	104,907
2034	4.000%	51,404	2,098	1,070	3,168	54,573	53,502
2035	4.000%	53,503	1,070	-	1,070	54,573	-
		$ 1,770,131	$ 368,208	$ 321,151	$ 689,359	$ 2,459,490	$ -

Call Option: Bonds maturing on 02/01/2026 to 02/01/2035 callable in whole or in part on any date beginning 02/01/25 @ par.

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES

Series 2019		Date of Issue: May 2, 2019					$ 3,595,000
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 12 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2019		$ -	$ -	$ 48,046	$ 48,046	$ 48,046	$ 3,595,000
2020	3.500%	280,000	58,075	53,875	111,950	391,950	3,315,000
2021	3.500%	290,000	53,875	50,975	104,850	394,850	3,025,000
2022	3.625%	290,000	50,975	48,075	99,050	389,050	2,735,000
2023	3.750%	305,000	48,075	43,500	91,575	396,575	2,430,000
2024	4.000%	310,000	43,500	38,850	82,350	392,350	2,120,000
2025	4.000%	325,000	38,850	33,975	72,825	397,825	1,795,000
2026	4.125%	325,000	33,975	27,475	61,450	386,450	1,470,000
2027	4.250%	350,000	27,475	20,475	47,950	397,950	1,120,000
2028	4.250%	355,000	20,475	13,375	33,850	388,850	765,000
2029	4.375%	380,000	13,375	5,775	19,150	399,150	385,000
2030	4.375%	385,000	5,775	-	5,775	390,775	-
		$ 3,595,000	$ 394,425	$ 384,396	$ 778,821	$ 4,373,821	$ -

Series 2021A		Date of Issue: December 15, 2021					$ 2,906,667
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 12 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2022			17,354	67,908	85,263	85,263	2,906,667
2023	5.0%	201,667	67,908	62,867	130,775	332,442	2,705,000
2024	5.0%	213,333	62,867	57,533	120,400	333,733	2,491,667
2025	5.0%	226,667	57,533	51,867	109,400	336,067	2,265,000
2026	5.0%	236,667	51,867	45,950	97,817	334,483	2,028,333
2027	5.0%	248,333	45,950	39,742	85,692	334,025	1,780,000
2028	5.0%	261,667	39,742	33,200	72,942	334,608	1,518,333
2029	5.0%	276,667	33,200	26,283	59,483	336,150	1,241,667
2030	5.0%	290,000	26,283	19,033	45,317	335,317	951,667
2031	4.0%	303,333	19,033	12,967	32,000	335,333	648,333
2032	4.0%	318,333	12,967	6,600	19,567	337,900	330,000
2033	4.0%	330,000	6,600	-	6,600	336,600	-
		$ 2,906,667	$ 441,304	$ 423,950	$ 865,254	$ 3,771,921	$ -

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES

Series 2021C			Date of Issue: September 9, 2021				$ 30,680,000
Combined Limited Sales Tax Revenue & Third Lien Hotel Revenue Bonds							Term: 30 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 04/01	Interest Due 10/01	Total Interest	Annual Requirement	Principal Outstanding
2022			786,902	-	786,902	786,902	30,680,000
2023			701,200	701,200	1,402,400	1,402,400	30,680,000
2024			701,200	701,200	1,402,400	1,402,400	30,680,000
2025			701,200	701,200	1,402,400	1,402,400	30,680,000
2026	5.0%	480,000	701,200	689,200	1,390,400	1,870,400	30,200,000
2027	5.0%	510,000	689,200	676,450	1,365,650	1,875,650	29,690,000
2028	5.0%	845,000	676,450	655,325	1,331,775	2,176,775	28,845,000
2029	5.0%	890,000	655,325	633,075	1,288,400	2,178,400	27,955,000
2030	5.0%	925,000	633,075	609,950	1,243,025	2,168,025	27,030,000
2031	5.0%	975,000	609,950	585,575	1,195,525	2,170,525	26,055,000
2032	5.0%	1,030,000	585,575	559,825	1,145,400	2,175,400	25,025,000
2033	5.0%	1,075,000	559,825	532,950	1,092,775	2,167,775	23,950,000
2034	5.0%	1,130,000	532,950	504,700	1,037,650	2,167,650	22,820,000
2035	5.0%	1,185,000	504,700	475,075	979,775	2,164,775	21,635,000
2036	5.0%	1,250,000	475,075	443,825	918,900	2,168,900	20,385,000
2037	5.0%	1,305,000	443,825	411,200	855,025	2,160,025	19,080,000
2038	5.0%	1,375,000	411,200	376,825	788,025	2,163,025	17,705,000
2039	5.0%	1,440,000	376,825	340,825	717,650	2,157,650	16,265,000
2040	5.0%	1,515,000	340,825	302,950	643,775	2,158,775	14,750,000
2041	4.0%	1,590,000	302,950	263,200	566,150	2,156,150	13,160,000
2042	4.0%	1,675,000	263,200	229,700	492,900	2,167,900	11,485,000
2043	4.0%	1,735,000	229,700	195,000	424,700	2,159,700	9,750,000
2044	4.0%	1,805,000	195,000	158,900	353,900	2,158,900	7,945,000
2045	4.0%	1,880,000	158,900	121,300	280,200	2,160,200	6,065,000
2046	4.0%	1,950,000	121,300	82,300	203,600	2,153,600	4,115,000
2047	4.0%	760,000	82,300	67,100	149,400	909,400	3,355,000
2048	4.0%	790,000	67,100	51,300	118,400	908,400	2,565,000
2049	4.0%	820,000	51,300	34,900	86,200	906,200	1,745,000
2050	4.0%	855,000	34,900	17,800	52,700	907,700	890,000
2051	4.0%	890,000		17,800	17,800	907,800	-
		$ 30,680,000	$ 12,593,152	$ 11,140,650	$ 23,733,802	$ 54,413,802	$ -

FY2026-27 Proposed Budget

Municipal Development District



FY2026-2027 MDD Proposed Budget

Beginning Working Capital	**$ 2,969,310**
Plus:	
Total Proposed Revenues	$ 9,947,727
Less:	
Operating Expenses (Includes 4 positions)	531,916
Economic Development	
Hotel/Convention Center Ops	2,345,000
MDD Programs	485,000
MDD Initiatives	70,000
Transfers	
Transfer to MDD Debt Service	5,023,421
Transfer to General Fund	500,000
Total Proposed Expenditures	**$ 8,955,337**
Ending Working Capital	**$ 3,961,700**



Thank You

Any Questions?

CITY COUNCIL MEETING 2. c.

Meeting Date: 06/25/2026

Subject: Consider Setting a Public Hearing for Baytown Municipal Development District FY 2026-2027 Proposed Budget

Prepared for: Teresa McKenzie, Finance **Prepared by:** Lianette Leon, Finance

Department: Finance

Information

ITEM

Consider a resolution setting a public hearing regarding the Baytown Municipal Development District's Fiscal Year 2026-2027 Proposed Budget.

PREFACE

This public hearing gives residents of the Baytown Municipal Development District (the "District") the right to appear and be heard regarding the District's Fiscal Year 2026-2027 Proposed Budget. Notice of this public hearing will be posted on the City's notice boards and website on June 28, 2026, and published in The Baytown Sun on June 28, 2026. The public hearing will be held in the Council Chamber on July 9, 2026, at 6:30 p.m.

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

Resolution Setting Public Hearing
FY2026-2027 MDD Proposed Budget
FY2026-27 MDD Proposed Budget Presentation

A RESOLUTION OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, SETTING A DATE, TIME AND PLACE FOR THE PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2026–2027 BUDGET; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT:

Section 1: On the 9th day of July, 2026, at 6:30 p.m., in the City Hall Council Chambers of the City of Baytown, 2401 Market Street, Baytown, Texas, the Board of Directors of the Baytown Municipal Development District ("Board") will hold a public hearing giving all interested parties the right to appear and be heard on the proposed fiscal year 2026-2027 budget.

Section 3: The Secretary is hereby authorized and directed to cause notice of such public hearing to be published once in the newspaper having general circulation in the City not less than ten (10) days prior to the date of the public hearing.

Section 4: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Municipal Development District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Municipal Development District this the 25th day of June, 2026.

_____
CHARLES JOHNSON, President

ATTEST:

_____
ANGELA JACKSON, Secretary

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant General Counsel

MUNICIPAL DEVELOPMENT DISTRICT



Municipal Development District

Overview

Objective:

The Baytown Municipal Development District (MDD) seeks to facilitate economic growth and enhance the quality of life for the City of Baytown. In doing so, the MDD may help develop and finance any permissible project as defined in Chapter 377 of the Texas Local Government Code that benefits, strengthens and diversifies the economic base of Baytown. The MDD jurisdiction includes the City of Baytown and its extraterritorial jurisdiction.

Duties:

- Provide strategic direction concerning development projects and ensure financial accountability for MDD funds.
- Promote the retention and expansion of existing businesses for a sustainable economy that leads to primary job creation, and provide opportunity for new business development.
- Position Baytown as an attractive destination for visitors and further cultivate a desirable community for residents to live, work and play.
- Facilitate infrastructure projects and strategic investments that will enhance the quality of life and sense of place needed to foster sustainable and quality development.

The Board

On May 5, 2001, in the general election, the citizens of the City of Baytown voted to authorize the creation of the Baytown Municipal Development District (MDD) and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing economic development and parks projects that provide economic benefit, diversify the economic base of the community and improve our quality of life.

The board is comprised of the Mayor and six Council members.

- Charles Johnson, President
- Laura Alvarado, Vice President
- Sarah Graham, Director
- Jacob Powell, Director
- Mike Lester, Director
- Ken Griffith, Director
- James Franco, Director
- Angel Jackson, Secretary

On October 26, 2023, the MDD board voted to create the Baytown Economic Development Advisory Committee to assist in the conduct of the operation of the City government and work with City economic development staff to identify and review opportunities that will grow and enhance the quality of life for the City of Baytown, but not limited to, reviewing Business Improvement Grants and making recommendations to the City Council. The committee is comprised of seven citizen members appointed by Council.

Budget Executive Summary

The FY2026–27 Proposed Budget for the Municipal Development District (MDD) reflects a strategic allocation of resources aimed at supporting economic development, enhancing community amenities, and fulfilling long-term debt obligations. Total projected revenues for FY27 are $9.95 million, while total expenditures are budgeted at $8.96 million, resulting in revenues exceeding expenditures by $992,390 and a projected ending working capital balance of $3.96 million.

Revenues

Projected revenues for FY2026–27 total $9,947,727 and include sales tax revenue of $9.98 million, which remains the primary funding source for the district. Rebates are projected at $198,153, reflecting obligations tied to existing agreements. Investment interest is projected at $163,777.

Expenditures

Total proposed expenditures for FY2026–27 are $8,955,337, primarily supporting economic development activities, debt service, and transfers. Economic Development expenditures total $3.43 million and include the Economic Development Department, legal services, business recruitment and retention, EDF support, Hotel/Convention Center operations, ZenCity, and Baytown Voice Magazine outreach.

Non-Operating Expenses & Working Capital

Debt service totals $5.02 million and includes obligations related to the NE Wastewater Treatment Plant, Aquatics Master Plan, Pirates Bay Waterpark Expansion, Convention Center Series 2021C, and Hotel Series 2021A/B. Transfers total $500,000 for project administration and overhead to the General Fund.

The projected ending working capital balance of $3.96 million positions the MDD to maintain financial flexibility while continuing to support long-term economic development priorities.

CITY OF BAYTOWN
MDD- MUNICIPAL DEVELOPMENT DISTRICT FUND 3300
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Revenues				
Sales Tax	$9,172,120	$9,266,3129	$9,691,361	$9,982,102
Rebates	(166,839)	(160,000)	(171,993)	(198,153)
Investment Interest	155,187	122,055	159,007	163,777
Intergovernmental Funds	326,954	-	-	-
Miscellaneous	155,336	-	-	-
Total Revenues	9,642,758	9,228,367	9,678,375	9,947,727
Expenditures				
Economic Development				
Economic Development Department	305,197	315,245	323,669	531,916
Legal Services	64,443	150,000	150,000	150,000
Development of New/Expansion of Existing Businesses and Industry	-	100,000	100,000	100,000
Economic Development Foundation (EDF)	-	350,000	350,000	225,000
Hotel/Convention Center Operations	2,410,349	2,255,000	2,255,000	2,345,000
Economic Incentive - I10 Property Group	-	21,000	21,000	-
ZenCity	-	-	-	10,000
Baytown Voice Magazine	80,645	70,000	70,000	70,000
Total Economic Development	2,860,634	3,261,245	3,269,669	3,431,916
Water & Sewer Projects				
Cost Share w/Developers to Upsize Utilities	-	357,598	357,598	-
Total Water & Sewer Projects	**-**	357,598	357,598	**-**
Debt Service				
NE WW Treatment Plant (60% of 2014, 2015 & 2016 GO Refunding)	973,066	871,663	871,663	173,699
Aquatics Master Plan Construction	397,825	386,450	386,450	397,950

CITY OF BAYTOWN
MDD- MUNICIPAL DEVELOPMENT DISTRICT FUND 3300
BUDGET SUMMARY

	Actual 2024-25	Revised Budget 2025-26	Estimated 2025-26	Proposed 2026-27
Pirates Bay Waterpark Expansion	336,070	334,487	334,487	334,022
Convention Center Debt Service - Series 2021C *	1,870,400	1,888,400	1,888,400	2,197,900
Hotel Debt Service - Series 2021A/B **	1,901,725	1,901,000	1,901,000	1,919,850
Total Debt Service	5,479,086	5,381,999	5,381,999	5,023,421
Transfers				
Project Administration & Overhead - GF	300,000	550,000	550,000	500,000
MDD Trustee	300,000	-	-	-
Total Transfers	600,000	550,000	550,000	500,000
Total MDD Expenditures	**8,939,720**	**9,550,843**	**9,559,266**	**8,955,337**
Revenues Over/Under Expenditures	703,039	(322,476)	119,109	992,390
Beginning Working Capital	**2,147,163**	**2,850,201**	**2,850,201**	**2,969,310**
Ending Working Capital	**$2,850,201**	**$2,527,726**	**$2,969,310**	**$3,961,700**

BAYTOWN

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT

Fiscal Year	Principal 02/01	Interest 02/01	Interest 08/01	Total Interest	Annual Requirement
2024	1,367,285	880,129	849,788	1,729,916	3,097,202
2025	1,438,892	849,788	820,678	1,670,466	3,109,358
2026	1,862,957	820,678	779,360	1,600,038	3,462,995
2027	1,251,769	779,360	750,196	1,529,556	2,781,325
2028	1,547,826	750,196	713,975	1,464,171	3,011,997
2029	1,635,697	713,975	675,651	1,389,626	3,025,323
2030	1,692,619	675,651	637,852	1,313,503	3,006,121
2031	1,374,540	637,852	605,635	1,243,487	2,618,028
2032	1,448,129	605,635	571,647	1,177,283	2,625,412
2033	1,508,384	571,647	536,167	1,107,814	2,616,198
2034	1,237,340	536,167	505,770	1,041,937	2,279,277
2035	1,238,503	505,770	475,075	980,845	2,219,348
2036	1,250,000	475,075	443,825	918,900	2,168,900
2037	1,305,000	443,825	411,200	855,025	2,160,025
2038	1,375,000	411,200	376,825	788,025	2,163,025
2039	1,440,000	376,825	340,825	717,650	2,157,650
2040	1,515,000	340,825	302,950	643,775	2,158,775
2041	1,590,000	302,950	263,200	566,150	2,156,150
2042	1,675,000	263,200	229,700	492,900	2,167,900
2043	1,735,000	229,700	195,000	424,700	2,159,700
2044	1,805,000	195,000	158,900	353,900	2,158,900
2045	1,880,000	158,900	121,300	280,200	2,160,200
2046	1,950,000	121,300	82,300	203,600	2,153,600
2047	760,000	82,300	67,100	149,400	909,400
2048	790,000	67,100	51,300	118,400	908,400
2049	820,000	51,300	34,900	86,200	906,200
2050	855,000	34,900	17,800	52,700	907,700
2051	890,000	-	17,800	17,800	907,800
	$39,238,941	$11,881,248	$11,036,720	$22,917,968	$62,156,909

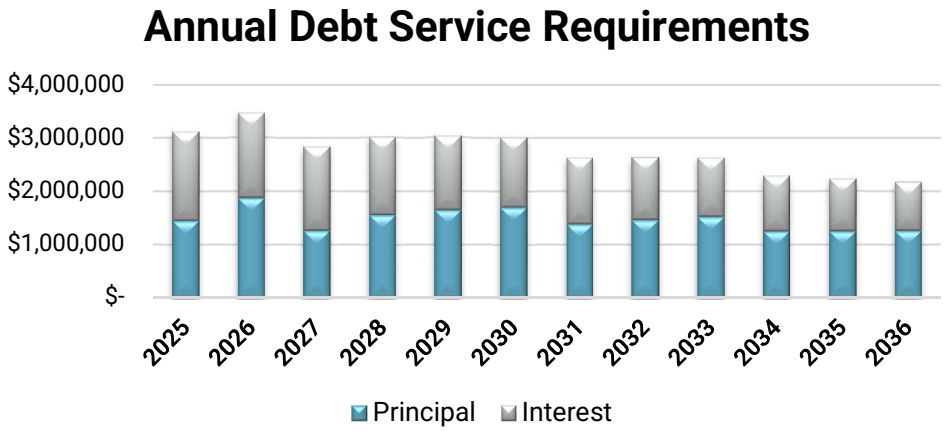
BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT ASSIGNED

Series	Obligation	Amount of Issue	Principal Outstanding Oct. 1, 2026	Principal & Interest Requirements for 2026-27			Principal Outstanding Sept. 30, 2027
				Principal	Interest	Total	
2014	General Obligation and Refunding	2,100,283	394,496	43,424	13,740	57,164	351,072
2015	General Obligation and Refunding	1,770,131	476,977	100,011	16,524	116,536	376,966
2019	General Obligation and Refunding	3,595,000	1,470,000	350,000	47,950	397,950	1,120,000
2021A	General Obligation and Refunding	2,906,667	2,028,333	248,333	85,692	334,025	1,780,000
2021C	Combined Limited Sales Tax Revenue & Third Lien Bonds*	30,680,000	30,200,000	510,000	1,365,650	1,875,650*	29,690,000
	Total	$41,052,081	$34,569,807	$1,251,769	$1,529,556	$2,781,325	$33,318,038

Notes:

* The Annual Requirement to Amortize Bonded Debt reflects only the principal and interest payments contractually due during FY2026–27. The debt service budget is higher because it includes advance funding for Next Fiscal Year debt obligations. The 2021C Combined Limited Sales Tax Revenue and Third Lien Bonds have an FY2026–27 debt service requirement of $1,875,650, while the budget includes $2,197,900 to fund the payment due October 1, 2028.

**The budget includes $1,919,850 for Hotel Debt Service Series 2021A/B.



BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES

Series 2014		Date of Issue: April 1, 2014					$ 2,100,283
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2014		$ -	$ -	$ 21,885	$ 21,885	$ 21,885	$ 2,100,283
2015	2.000%	115,291	37,163	36,023	73,186	188,477	1,984,992
2016	3.000%	174,064	36,023	33,412	69,434	243,498	1,810,928
2017	3.000%	152,720	33,412	31,121	64,532	217,252	1,658,208
2018	3.000%	135,056	31,121	29,095	60,216	195,272	1,523,152
2019	3.000%	140,208	29,095	26,992	56,087	196,295	1,382,944
2020	4.000%	145,728	26,992	24,077	51,069	196,797	1,237,216
2021	4.000%	130,272	24,077	21,472	45,549	175,821	1,106,944
2022	4.000%	135,792	21,472	18,756	40,228	176,020	971,152
2023	4.000%	142,048	18,756	15,915	34,671	176,719	829,104
2024	4.000%	148,304	15,915	12,949	28,864	177,168	680,800
2025	4.000%	154,560	12,949	9,858	22,807	177,367	526,240
2026	4.000%	131,744	9,858	7,223	17,081	148,825	394,496
2027	3.250%	43,424	7,223	6,517	13,740	57,164	351,072
2028	3.375%	44,896	6,517	5,760	12,277	57,173	306,176
2029	3.500%	46,368	5,760	4,948	10,708	57,076	259,808
2030	3.500%	48,208	4,948	4,105	9,053	57,261	211,600
2031	3.750%	50,048	4,105	3,166	7,271	57,319	161,552
2032	3.750%	51,888	3,166	2,193	5,359	57,247	109,664
2033	4.000%	53,728	2,193	1,119	3,312	57,040	55,936
2034	4.000%	55,936	1,119	-	1,119	57,055	-
		$ 2,100,283	$ 331,863	$ 316,585	$ 648,448	$ 2,748,731	$ -

Call Option: Bonds maturing on 02/01/2025 to 02/01/2034 callable in whole or in part on any date beginning 02/01/24 @ par.

Series 2015		Date of Issue: July 7, 2015					$ 1,770,131
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2016		$ 21,331	$ 47,057	$ 41,308	$ 88,365	$ 109,696	$ 1,748,800
2017	5.000%	101,060	41,308	38,781	80,089	181,150	1,647,739
2018	5.000%	107,705	38,781	36,089	74,870	182,575	1,540,035
2019	5.000%	114,349	36,089	33,230	69,319	183,667	1,425,686
2020	5.000%	121,692	33,230	30,188	63,418	185,110	1,303,994
2021	5.000%	129,385	30,188	26,953	57,141	186,526	1,174,609
2022	5.000%	137,079	26,953	23,526	50,479	187,558	1,037,530
2023	5.000%	145,821	23,526	19,881	43,407	189,227	891,709
2024	5.000%	154,913	19,881	16,008	35,888	190,801	736,797
2025	5.000%	164,704	16,008	11,890	27,898	192,602	572,093
2026	5.000%	95,116	11,890	9,512	21,402	116,518	476,977
2027	5.000%	100,011	9,512	7,012	16,524	116,536	376,965
2028	3.375%	41,263	7,012	6,316	13,328	54,591	335,702
2029	3.500%	42,662	6,316	5,569	11,885	54,547	293,040
2030	3.625%	44,411	5,569	4,764	10,333	54,744	248,629
2031	3.625%	46,159	4,764	3,927	8,692	54,851	202,470
2032	3.750%	47,908	3,927	3,029	6,957	54,864	154,563
2033	3.750%	49,656	3,029	2,098	5,127	54,783	104,907
2034	4.000%	51,404	2,098	1,070	3,168	54,573	53,502
2035	4.000%	53,503	1,070	-	1,070	54,573	-
		$ 1,770,131	$ 368,208	$ 321,151	$ 689,359	$ 2,459,490	$ -

Call Option: Bonds maturing on 02/01/2026 to 02/01/2035 callable in whole or in part on any date beginning 02/01/25 @ par.

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES

Series 2019		Date of Issue: May 2, 2019					$ 3,595,000
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 12 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2019		$ -	$ -	$ 48,046	$ 48,046	$ 48,046	$ 3,595,000
2020	3.500%	280,000	58,075	53,875	111,950	391,950	3,315,000
2021	3.500%	290,000	53,875	50,975	104,850	394,850	3,025,000
2022	3.625%	290,000	50,975	48,075	99,050	389,050	2,735,000
2023	3.750%	305,000	48,075	43,500	91,575	396,575	2,430,000
2024	4.000%	310,000	43,500	38,850	82,350	392,350	2,120,000
2025	4.000%	325,000	38,850	33,975	72,825	397,825	1,795,000
2026	4.125%	325,000	33,975	27,475	61,450	386,450	1,470,000
2027	4.250%	350,000	27,475	20,475	47,950	397,950	1,120,000
2028	4.250%	355,000	20,475	13,375	33,850	388,850	765,000
2029	4.375%	380,000	13,375	5,775	19,150	399,150	385,000
2030	4.375%	385,000	5,775	-	5,775	390,775	-
		$ 3,595,000	$ 394,425	$ 384,396	$ 778,821	$ 4,373,821	$ -

Series 2021A		Date of Issue: December 15, 2021					$ 2,906,667
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 12 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2022			17,354	67,908	85,263	85,263	2,906,667
2023	5.0%	201,667	67,908	62,867	130,775	332,442	2,705,000
2024	5.0%	213,333	62,867	57,533	120,400	333,733	2,491,667
2025	5.0%	226,667	57,533	51,867	109,400	336,067	2,265,000
2026	5.0%	236,667	51,867	45,950	97,817	334,483	2,028,333
2027	5.0%	248,333	45,950	39,742	85,692	334,025	1,780,000
2028	5.0%	261,667	39,742	33,200	72,942	334,608	1,518,333
2029	5.0%	276,667	33,200	26,283	59,483	336,150	1,241,667
2030	5.0%	290,000	26,283	19,033	45,317	335,317	951,667
2031	4.0%	303,333	19,033	12,967	32,000	335,333	648,333
2032	4.0%	318,333	12,967	6,600	19,567	337,900	330,000
2033	4.0%	330,000	6,600	-	6,600	336,600	-
		$ 2,906,667	$ 441,304	$ 423,950	$ 865,254	$ 3,771,921	$ -

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES

Series 2021C			Date of Issue: September 9, 2021				$ 30,680,000
Combined Limited Sales Tax Revenue & Third Lien Hotel Revenue Bonds							Term: 30 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 04/01	Interest Due 10/01	Total Interest	Annual Requirement	Principal Outstanding
2022			786,902	-	786,902	786,902	30,680,000
2023			701,200	701,200	1,402,400	1,402,400	30,680,000
2024			701,200	701,200	1,402,400	1,402,400	30,680,000
2025			701,200	701,200	1,402,400	1,402,400	30,680,000
2026	5.0%	480,000	701,200	689,200	1,390,400	1,870,400	30,200,000
2027	5.0%	510,000	689,200	676,450	1,365,650	1,875,650	29,690,000
2028	5.0%	845,000	676,450	655,325	1,331,775	2,176,775	28,845,000
2029	5.0%	890,000	655,325	633,075	1,288,400	2,178,400	27,955,000
2030	5.0%	925,000	633,075	609,950	1,243,025	2,168,025	27,030,000
2031	5.0%	975,000	609,950	585,575	1,195,525	2,170,525	26,055,000
2032	5.0%	1,030,000	585,575	559,825	1,145,400	2,175,400	25,025,000
2033	5.0%	1,075,000	559,825	532,950	1,092,775	2,167,775	23,950,000
2034	5.0%	1,130,000	532,950	504,700	1,037,650	2,167,650	22,820,000
2035	5.0%	1,185,000	504,700	475,075	979,775	2,164,775	21,635,000
2036	5.0%	1,250,000	475,075	443,825	918,900	2,168,900	20,385,000
2037	5.0%	1,305,000	443,825	411,200	855,025	2,160,025	19,080,000
2038	5.0%	1,375,000	411,200	376,825	788,025	2,163,025	17,705,000
2039	5.0%	1,440,000	376,825	340,825	717,650	2,157,650	16,265,000
2040	5.0%	1,515,000	340,825	302,950	643,775	2,158,775	14,750,000
2041	4.0%	1,590,000	302,950	263,200	566,150	2,156,150	13,160,000
2042	4.0%	1,675,000	263,200	229,700	492,900	2,167,900	11,485,000
2043	4.0%	1,735,000	229,700	195,000	424,700	2,159,700	9,750,000
2044	4.0%	1,805,000	195,000	158,900	353,900	2,158,900	7,945,000
2045	4.0%	1,880,000	158,900	121,300	280,200	2,160,200	6,065,000
2046	4.0%	1,950,000	121,300	82,300	203,600	2,153,600	4,115,000
2047	4.0%	760,000	82,300	67,100	149,400	909,400	3,355,000
2048	4.0%	790,000	67,100	51,300	118,400	908,400	2,565,000
2049	4.0%	820,000	51,300	34,900	86,200	906,200	1,745,000
2050	4.0%	855,000	34,900	17,800	52,700	907,700	890,000
2051	4.0%	890,000		17,800	17,800	907,800	-
		$ 30,680,000	$ 12,593,152	$ 11,140,650	$ 23,733,802	$ 54,413,802	$ -

FY2026-27 Proposed Budget

Municipal Development District



FY2026-2027 MDD Proposed Budget

Beginning Working Capital	**$ 2,969,310**
Plus:	
Total Proposed Revenues	$ 9,947,727
Less:	
Operating Expenses (Includes 4 positions)	531,916
Economic Development	
Hotel/Convention Center Ops	2,345,000
MDD Programs	485,000
MDD Initiatives	70,000
Transfers	
Transfer to MDD Debt Service	5,023,421
Transfer to General Fund	500,000
Total Proposed Expenditures	**$ 8,955,337**
Ending Working Capital	**$ 3,961,700**



Thank You

Any Questions?

CITY COUNCIL MEETING 3. a.

Meeting Date: 06/25/2026
Subject: Minutes of the City Council Work Session and City Council Regular Joint Municipal Development District meeting held on May 28, 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 City Council Work Session and City Council Regular Joint Municipal Development District meeting held on May 28, 2026.

PREFACE

Consider approving the minutes of the City Council Work Session and City Council Regular Joint Municipal Development District meeting held on May 28, 2026.

Attachments

Minutes WS
Minutes

DRAFT

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

May 28, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, May 28, 2026, at 4:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

Kenrick Griffith	Council Member
James Franco	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Laura Alvarado	Mayor Pro Tem
Jason Reynolds	City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Pro Tem Laura Alvarado convened the May 28, 2026 City Council Work Session with a quorum present at 4:37 P.M. All members were present with the exception of Mayor Charles Johnson, Council Member Sarah Graham, and Council Member Kenrick Griffith who were absent.

1. CITIZEN COMMENTS

Mayor Pro Tem Laura Alvarado announced no citizens signed up to speak.

2. DISCUSSIONS

a. Receive a presentation regarding the Utility Billing Leak Adjustment practices.

Director of Finance Teresa McKenzie provided a presentation regarding the utility billing leak adjustment practices. (Exhibit A)

Mayor Pro Tem and Council Members, provided their recommendations regarding adjustment practices for utility leaks.

Mayor Pro Tem and Council Members provided the following suggestions to address before moving forward with any regulations:

- 2 adjustments per year
- Clarified the document requirements for repairs.

- Next Steps for the ordinance and implementation of new policies.

b. Discussion regarding a proposed Unified Land Development Code amendment pertaining to Short Term Rentals.

Director of Planning and Development Services Martin Scribner presented a recap of the proposed amendments for short term rentals. (Exhibit B)

Council Member Kenrick Griffith entered the meeting at 6:16 P.M.

Council Members provided feedback for City Staff direction:

- Provide a disclaimer on behalf of the City of Baytown.
- Clarification on enforcement requirements of the City of Baytown.
- Required minimum stay duration.

3. ADJOURN

With there being no further business to discuss, Mayor Pro Tem Laura Alvarado adjourned the May 28, 2026, City Council Work Session at 5:53 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

DRAFT

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

May 28, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Joint Regular Joint Meeting on Thursday, May 28, 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:

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

Mayor / President Charles Johnson convened the May 28, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:34 P.M. All members were present with the exception of Council Member / Director Sarah Graham who was absent.

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

1. CITIZEN COMMENTS

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

Yvonne Thomas, 4401 Country Club View, shared information regarding parkrun's anniversary event that will be held on June 6, 2026 and highlighted what they provide to the community and to promote resident participation.

Kimberli Kosteck, 5103 Ashwood Dr., requested to have her time extended by City Council due to a medical condition. She thanked the City Manager for his response to an ongoing discussion via phone call and emails. Ms. Kosteck expressed that ongoing discussions will continue regarding the spirit of a contract.

A motion was made by Council Member / Director Kenrick Griffith and seconded by Mayor Pro Tem / Vice President Laura Alvarado to extend Ms. Kosteck's time by two minutes. The vote was as follows:

Ayes: Mayor/President Charles Johnson, Mayor Pro Tem/Vice President Laura Alvarado, Council Member/Director Kenrick Griffith, Council Member/ Director James Franco, Council Member/Director Jacob Powell and Council Member/Director Mike Lester

Nays: None

Other: Council Member/Director Sarah Graham (Absent)

Approved

Karyl Williams, 3310 Rolling River Dr., shared appreciation to parkrun for providing the welcoming atmosphere she experienced and thanked the organization for the community feel.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider a resolution authorizing a Professional Services Agreement with RubinBrown, LLC to perform audit services for the Hyatt Regency Baytown-Houston Project.

Director of Finance Teresa McKenzie provided a summary regarding the agreement with RubinBrown, LLC.

A motion was made by Vice President Laura Alvarado and seconded by Director Mike Lester to approve Resolution No. 508. The vote was as follows:

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

Nays: None

Other: Director Sarah Graham (Absent)

Approved

RESOLUTION NO. 508

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RUBINBROWN, LLC TO PERFORM AUDIT SERVICES FOR THE

ACCOUNTS MAINTAINED FINANCIAL STATEMENTS OF THE HYATT REGENCY BAYTOWN-HOUSTON PROJECT FOR THE YEAR ENDED SEPTEMBER 30, 2025; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. CITY COUNCIL ITEMS – RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

Director of Human Resources Joey Lopez presented the item and provided a video presentation of the individual that received the Years of Service award for the month of May.

30 YEARS
Michael Johnson, Public Works and Engineering, Water Plant Operator

b. Results of the 2026 Healthier Texas Community Challenge, which mobilizes the community to promote wellness and recognition of Baytown's top citizen champion, Sam Chapa.

Mayor Pro Tem Laura Alvarado introduced Amanda Kennington with Goose Creek Consolidated Independent School District (GCCISD) to provide details regarding the program.

Ms. Kennington presented the results for the 2026 Healthier Texas Community Challenge. City of Baytown placed 2nd in the Mid-Sized Community category, Goose Creek earned 1st place for the Medium School District division, and Sam Chapa was recognized as the top individual citizen champion for Baytown.

4. PUBLIC HEARINGS

a. Conduct a public hearing regarding the proposed voluntary annexation of approximately 202.48 acres at 7701 John Martin Road.

At 6:56 P.M., Mayor Charles Johnson opened the public hearing regarding proposed voluntary annexation of approximately 202.48 acres.

Director of Planning and Development Services Martin Scribner summarized the subject matter of the hearing and introduced the applicant Ryan Baumgartner with Hillwood. (Exhibit B)

Mr. Baumgartner provided a presentation regarding the benefits to the City of Baytown with incorporating this development. (Exhibit C)

Mayor Charles Johnson announced citizens signed up to speak on the item.

Mark Taylor, 123 San Jacinto St., Highlands, TX, Commissioner of Emergency Services District (ESD) 14, expressed the importance of the City of Baytown ensuring adequate emergency services are readily available to provide coverage of this development area.

Mayor Charles Johnson requested clarification from City Staff regarding the emergency service coverage for this area.

City Manager Jason Reynolds informed the City Council the property will have adequate emergency service coverage if annexed as part of the developmental phase.

Council Members expressed their concerns and recommendations regarding the continuation of the partnership with Hillwood.

At 7:07 P.M., Mayor Charles Johnson closed the public hearing regarding proposed voluntary annexation of approximately 202.48 acres.

5. PROPOSED ORDINANCES

a. Consider an ordinance approving the issuance of Certificates of Obligation, Series 2026.

Director of Finance Teresa McKenzie, presented the issuance of Certificates of Obligation. (Exhibit D)

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Mike Lester to approve Ordinance No. 16,474. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,474

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE CERTIFICATES; APPROVING THE

PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance approving the issuance of General Obligation Bonds, Series 2026.

Director of Finance Teresa McKenzie, provided a presentation regarding issuance of General Obligation Bonds. (Exhibit E)

Council Members expressed the importance of hearing the voters needs for the community and appreciation for the amount of work that takes to ensure the bond issuance is completed accordingly.

City Manager Jason Reynolds informed the City Council that over the summer an oversight committee will be established on behalf of the General Obligation Bonds, Series 2026.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,475. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE BONDS; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the purchase of replacement and installation services for water meters and sub-meter GPS units from Ameresco, Inc through the Purchasing Cooperative of America, contract #PCA OD-365-22.

Director of Finance Teresa McKenzie, provided a summary regarding replacement and installation services for water meters and sub-meter GPS units.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,476. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FORTY-TWO THOUSAND NINE HUNDRED THIRTY-THREE AND 00/100 DOLLARS ($3,342,933.00) TO AMERESCO, INC FOR THE PURCHASE OF WATER METER AND SUB-METER GPS REPLACEMENT AND INSTALLATION SERVICES THROUGH THE PURCHASING COOPERATIVE OF AMERICA, CONTRACT #PCA OD365-22; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance authorizing a Chapter 380 Economic Development Agreement with Vida Mariscos VII Inc. for the development a new restaurant facility.

Economic Development Manager Brian Moran provided a presentation regarding the restaurant facility development. (Exhibit F)

A motion was made by Council Member Kenrick Griffith and seconded by Council Member James Franco to approve Ordinance No. 16,477. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,477

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 A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH VUELVE A LA VIDA MARISCOS, INC. TO FACILITATE THE CONSTRUCTION AND REHABILITATION OF A NEW RESTAURANT FACILITY LOCATED ON A 1.86-ACRE TRACT AT 4717 INTERSTATE 10 EAST; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN AS AUTHORIZED IN SAID AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. CONSENT

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Items 6.a., thru Items 6.o., with the exception of Item 6.b., and Item 6.d. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

a. Consider an ordinance authorizing the purchase of Envisio Software from Carahsoft Technology Corp through the OMNIA cooperative contract R240303.

ORDINANCE NO. 16,478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF THE ENVISIO SOFTWARE PLATFORM WITH CARAHSOFT TECHNOLOGY CORP., THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS REGION 4 EDUCATION SERVICE CENTER (ESC) CONTRACT #R240303, AND AUTHORIZING PAYMENT IN AN AMOUNT OF FORTY-NINE THOUSAND FIVE HUNDRED FOUR DOLLARS AND 08/100 ($49,504.08) FOR YEAR ONE OF A THREE-YEAR SOFTWARE

SUBSCRIPTION; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance amending the Lease Agreement with Bay Area Heritage Society.

Mayor Charles Johnson inquired if they could potentially extend the lease agreement by an additional five years from the current agreement.

Assistant City Attorney Kristin Holmes provided further response with Bay Area Heritage Society to finalize terms regarding the request to extend to an additional five years.

Terry Presly, Director of the Baytown Area Heritage Society Museum, 3609 LaReforma Blvd., responded to the Mayor regarding the potential request an extension to the current agreement and inquired of the current parking conditions.

The Mayor and Council Members expressed their concerns and potentially readdressing at a future date to potentially relocate or expand the availability of parking.

A motion was made by Council Member Jacob Powell and seconded by Council Member Kenrick Griffith to approve Ordinance No. 16,491, as submitted. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,491

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF BAYTOWN AND THE BAYTOWN AREA HERITAGE SOCIETY REGARDING THE PROPERTY LOCATED AT 220 WEST DEFEEE STREET, BAYTOWN TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing a professional service agreement with KFT Fire Trainer, LLC for preventative and corrective maintenance on certain fire training props at the Baytown Fire Training Field for Fiscal Year 2026.

ORDINANCE NO. 16,479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE CONTRACT WITH KFT FIRE TRAINING, LLC, FOR PREVENTATIVE MAINTENANCE ON CERTAIN FIRE TRAINING PROPS AT THE BAYTOWN FIRE TRAINING FIELD, AUTHORIZING PAYMENT THEREFOR IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND FIVE HUNDRED SIXTY-TWO AND NO/100 ($13,562.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. The proposed ordinance authorizes an agreement between City of Baytown and Pyro Shows of Texas for fireworks displays during the City's Juneteenth and July 4th celebrations.

Director of Parks Recreation and Tourism Clifford Hatch provided clarification regarding the cost affiliated with this agreement and entertainment provided at each event.

Council Members shared their personal experiences with prior years of attending the events and importance for the 250th celebration to the City of Baytown residents.

A motion was made by Council Member Mike Lester and seconded by Council Member Jacob Powell to approve Ordinance No. 16,492, as submitted. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

ORDINANCE NO. 16,492

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT WITH PYRO SHOWS OF TEXAS, INC. TO PROVIDE FIREWORKS DISPLAYS FOR THE CITY OF BAYTOWN'S JUNETEENTH AND FOURTH OF JULY CELEBRATIONS IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND, NINE-HUNDRED, SEVENTY-FIVE DOLLARS ($51,975.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the Jenkins Park Facility Use and Lease Agreement between the City of Baytown, Texas and Baytown Baseball, LLC to bring the Baytown Bulkheads Collegiate Summer Baseball League to Baytown.

ORDINANCE NO. 16,480

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 A JENKINS PARK FACILITY USE AND LEASE AGREEMENT WITH BAYTOWN BASEBALL, LLC; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance amending Chapter 98, Article VII, Section 98-703(17) of the City of Baytown Code of Ordinances to remove references to Texas Commission on Environmental Quality approval of, and records related to, bonds or notes for which the agency has not adopted rules requiring review and approval.

ORDINANCE NO. 16,481

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 98 "UTILITIES," ARTICLE VII, "IN-CITY MUNICIPAL UTILITY DISTRICTS," SECTION 98-703, "CONDITIONS TO CREATION," SUBSECTION 17, OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO REMOVE REFERENCES TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY APPROVAL OF, AND RECORDS RELATED TO, BONDS OR NOTES FOR WHICH THE AGENCY HAS NOT ADOPTED RULES REQUIRING REVIEW AND APPROVAL; PROVIDING FOR A PENALTY NOT EXCEEDING FIVE HUNDRED AND NO/100 DOLLARS ($500.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

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

ORDINANCE NO. 16,482

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE CITYWORKS SOFTWARE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR THE SOFTWARE USED TO MANAGE, TRACK, AND ANALYZE ALL CITY INFRASTRUCTURE ASSETS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN OF AN AMOUNT NOT TO EXCEED EIGHTY-

FOUR, THOUSAND, SEVEN-HUNDRED, THIRTY-NINE DOLLARS ($84,739.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing the annual renewal of ArcGIS Enterprise Agreement (EA) from Environmental Systems Research Institute, Inc (ESRI).

ORDINANCE NO. 16,483

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT FOR YEAR THREE (3) OF THE THREE-YEAR ARCGIS ENTERPRISE LICENSE AGREEMENT TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($58,500.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance awarding the renewal of Annual Fittings Valves and Meter Boxes contract to Ferguson Enterprises LLC.

ORDINANCE NO. 16,484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SECOND RENEWAL OF THE ANNUAL FITTINGS VALVES AND METER BOXES SUPPLY SERVICES CONTRACT WITH FERGUSON ENTERPRISES, LLC; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-EIGHT THOUSAND SIXTY HUNDRED EIGHTY-EIGHT AND 88/100 DOLLARS ($158,688.88); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

j. Consider an ordinance authorizing a professional services agreement for construction materials testing services with Terracon Consultants, Inc. for the IH-10 Lift Station Rehabilitation Project.

ORDINANCE NO. 16,485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR MATERIAL TESTING SERVICES FOR THE IH-10 LIFT STATION REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED

FIFTY-THREE THOUSAND, SIX-HUNDRED, NINETEEN DOLLARS ($53,619.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

k. Consider an ordinance authorizing a professional services agreement for preliminary engineering services for the Neighborhood Waterline Area - Morrell Park Project with HR Green, Inc.

ORDINANCE NO. 16,486

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN, INC. FOR PRELIMINARY ENGINEERING SERVICES FOR THE NEIGHBORHOOD ATERLINE AREA - MORRELL PARK PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED, TWENTY-NINE THOUSAND, ONE HUNDRED, FORTY DOLLARS ($129,140.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

l. Consider an ordinance authorizing Change Order No. 3 for the West District Wastewater Treatment Plant Operations Building Project with Tegrity Contractors, Inc.

ORDINANCE NO. 16,487

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 3 IN THE AMOUNT OF THIRTY-SIX THOUSAND, EIGHT-HUNDRED, SIXTY AND 08/100 DOLLARS ($36,860.08) FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT OPERATIONS BUILDING PROJECT WITH TEGRITY CONTRACTORS, INC.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

m. Consider an ordinance granting a pipeline permit to Targa Gulf Coast NGL Pipeline LLC., for one 30-inch Natural Gas Liquids Pipeline within the Extra-Territorial Jurisdiction ("ETJ") of the City of Baytown, Harris County, Texas.

ORDINANCE NO. 16,488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE APPLICATION FOR PIPELINE PERMIT OF TARGA GULF COAST NGL PIPELINE LLC, TO INSTALL A THIRTY-INCH NATURAL GAS LIQUIDS PIPELINE IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BAYTOWN, TEXAS; ESTABLISHING THE AMOUNT OF THE

BOND; AUTHORIZING AND DIRECTING THE DIRECTOR OF ENGINEERING TO ISSUE THE PERMIT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

n. Consider an ordinance authorizing a Sidewalk Easement with Zechariah – Baytown, Limited Liability Company.

ORDINANCE NO. 16,489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A SIDEWALK EASEMENT AGREEMENT WITH ZECHARIAH BAYTOWN, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST THE SAME; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

o. Consider an ordinance amending Subpart B "Land Development Code," Chapter 110 "Floods" Article II "Flood Damage Prevention" of the Code of Ordinances, Baytown, Texas to revise as required by the Texas Water Development Board ("TWDB"), and implement changes to the Code of Ordinances in order to comply with Federal Emergency Management Agency's ("FEMA") National Flood Insurance Program (NFIP).

ORDINANCE NO. 16,490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 110 "FLOODS," ARTICLE II "FLOOD DAMAGE PREVENTION," DIVISION 1 "GENERALLY," SECTION 110-26 "DEFINITIONS"; SECTION 110-27 "STATUTORY AUTHORIZATION," SECTION 110-31 "LANDS TO WHICH THIS ARTICLE APPLIES," SECTION 110-32 "BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA"; AND DIVISION 2 "ADMINISTRATION," SECTION 110-68 "FLOODPLAIN DEVELOPMENT PERMIT REQUIRED," AND SECTION 110-71 "SUBSTANTIAL DAMAGE/IMPROVEMENT"; AND DIVISION 3 "FLOOD HAZARD REDUCTION," SECTION 110-101 "GENERAL STANDARDS," SECTION 110-102 "SPECIFIC STANDARDS," SECTION 110-104 "STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)," SECTION 110-105 "STANDARDS FOR REGULATORY FLOODWAYS," AND SECTION 110-106 "STANDARDS FOR COASTAL HIGH HAZARD AREAS" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS ($500.00) FOR EACH VIOLATION; AND

PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

7. APPOINTMENTS

a. Consider a resolution authorizing three (3) appointments to the Community Development Advisory Committee.

Director of Planning and Development Services Martin Scribner provided three applications that were received and committee member requirements.

Council Member James Franco nominated Cynthia Coker for the At-large position.

A motion was made by Council Member Mike Lester and seconded by Council Member Kenrick Griffith to appoint Cynthia Coker to the Community Development Advisory Committee. The vote was as follows:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

Council Member Kenrick Griffith nominated Stephanie Whitley for the District 3 position.

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to appoint Stephanie Whitley to the Community Development Advisory Committee:

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

Nays: None

Other: Council Member Sarah Graham (Absent)

Approved

Nominee	Position	Term Being Appointed
Cynthia Coker	At-Large	01/06/2026 - 12/31/2027
Vacant	District 5	01/06/2026 - 12/31/2027
Stephanie Whitley	District 3	01/06/2026 - 12/31/2027

RESOLUTION NO. 3097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING CYNTHIA COKER AND STEPHANIE WHITLEY TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. MANAGER'S REPORT

- Public Affairs
  - At this year's National Association of Government Communicators conference, the City of Baytown received national recognition for several public engagement initiatives led by our Public Affairs team. Most notably, Baytown earned two First Place awards for the Baytown Listening Tour and Reynolds on the Record, programs built around our commitment to transparency, accessibility, and direct communication with residents. Jason Calder was a nominee for the Rising Star award. This reflects our continued goal of making sure people everywhere have the opportunity to hear about Baytown and the work happening in our community.
- Parks, Recreation, and Tourism
  - Luis Torres with Parks, Recreation, and Tourism, graduated from University of Houston with a Bachelor's degree in Media Production with a concentration in Digital Cinematography. Congratulations on this significant milestone and keep up the great work.
- Public Works and Engineering (PWE)
  - Geovanna Arguelles recently attended the Texas Water Conference and gave a presentation on the progressive design build project on the Baytown Area Water Authority (BAWA) East Expansion. Great job Geovanna!
  - Several staff members attended the "Hard Hats and Heels: Benefiting Habitat for Humanity" event. Thank you for doing a great job representing our city!
  - PWE staff also recently participated in a BBQ Cook-off. Congratulations to the PWE BBQ team for taking 14th place overall, and a 4th place win in the dessert competition! Special shout out to Donald Curry (Duck) for making the cheesecake on site.

Mr. Reynolds, expressed appreciation and thanked Interim Director of PWE, Sharon Valiante for all the hard work and dedication she had in the PWE transition.

Looking forward to the 250th Celebration and the involvement of City Council Members and City Staff to ensure the residents receive a great event.

9. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Sarah Graham regarding projects, programs and events in District No. 3.

Council Member Kenrick Griffith reported the current projects, programs and events of District 3:

District 3 continues to see new business development, with the following locations in progress.

- Planning & Development Services
  - Sam's Club is well underway. Currently under permit for the bakery, café, pharmacy and optical, plus the fuel station. These are all nearly halfway complete. The main building in the center of the complex, which will house HomeGoods, Barnes and Noble, Haverty's, Burlington, Five Below, and Ross is also nearly halfway complete.
  - The northernmost building, which will house Dick's Sporting Goods and EOS Fitness, is also underway and nearly halfway complete.
  - Utilities, landscaping and other sitework for the entire project are ongoing as well.
- Public Works and Engineering
  - Out on Garth Road, the contractors continue storm sewer installation north of Texas Roadhouse and debris removal from existing pavement. Sanitary sewer installation north and south of the funeral home is scheduled to begin soon.
  - The I-10 lift station construction continues as well.
- Parks, Recreation, and Tourism
  - New educational murals by local artist Whitney Hayden are being added throughout the Baytown Nature Center to enhance the visitor experience. The murals are designed to add educational value and improve photo opportunities as a destination for outdoor recreation and nature tourism along the Texas Gulf Coast.
  - The 2026 Wild Wheels Family Bike Ride was held May 16 at the Baytown Nature Center as a free family event promoting outdoor recreation, bicycle safety, and healthy living. A total of 55 riders participated. The event was a partnership between Parks and Recreation, Municipal Court, Police Department, Bay Area Cycling, and RideOne through the Office of Rodney Ellis.

- Construction of the new greenhouse at the Baytown Nature Center has been completed. The project is currently awaiting final plumbing and electrical connections, which have been delayed due to recent weather. Once operational, the greenhouse will support educational programming, native plant propagation, and conservation efforts at the Nature Center.

District 3 Spotlight, Lakewood Pool Club held their annual free day at the pool and sign up for seasonal passes.

Mayor Charles Johnson shared the latest news and events with Sterling Library.

10. 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 8:12 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.087 to discuss economic development negotiations.

At 8:38 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.

11. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the May 28, 2026, Municipal Development District and City Council Regular Joint Meeting at 8:38 P.M.

_____

Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

CITY COUNCIL MEETING 4. a.

Meeting Date: 06/25/2026
Subject: Present Years of Service Awards
Prepared for: Joey Lopez, Human Resources **Prepared by:** Darrell Pugh, Human Resources
Department: Human Resources

Information

ITEM

Recognize City of Baytown Employees for their Years of Service.

PREFACE

25 Years of Service		
Name	Department	Position
William Crowell	Police	Assistant Chief
Austin Little	Public Works & Engineering	Crew Leader - Streets

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 budgetary impact associated with this item.

CITY COUNCIL MEETING 4. b.

Meeting Date: 06/25/2026
Subject: Proclamation recognizing to TLOD
Prepared for: Charles Johnson, Administration
Prepared by: Angela Jackson, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Present a proclamation recognizing the Baytown Chapter of Top Ladies of Distinction, Inc. for 40 years of dedicated service to the Community.

PREFACE

Present a proclamation recognizing the Baytown Chapter of Top Ladies of Distinction, Inc. for 40 years of dedicated service to the Community.

CITY COUNCIL MEETING 5. a.

Meeting Date: 06/25/2026
Subject: Consider Calling City of Baytown November 3, 2026 General Election
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider an ordinance calling the City of Baytown General Election to be held on November 3, 2026, for the purpose of electing Council Members from District 4, 5, and 6.

PREFACE

This ordinance calls for the City of Baytown General Election to be held on November 3, 2026, for the purpose of electing Council Members for District 4, 5, and 6.

The City will contract with both Harris and Chambers Counties for election services related to the November 3rd elections; thus, many of the details regarding the election have not been finalized at this time. However, below is a list of important dates that were available at the time of this posting.

Deadline to post notice of candidate filing deadline	06/18/2026
First Day to File for Place on General Election Ballot	07/20/2026
Last Day to Order General Election or Election on Measure	08/17/2026
Last Day to File for Place on General Election Ballot	08/17/2026
Last Day to File as a Write-In Candidate	08/21/2026
Last Day for Candidate to Withdrawal Candidacy	08/24/2026
Last Day to Register to Vote	10/5/2026
Early Voting Notice of branch early voting schedule will be posted as soon as that information is received from the respective counties.	10/19/2026 to 10/30/2026
Last Day to Apply for a Ballot by Mail (Received, Not Postmarked)	10/23/2026
Election Day, 7:00 A.M. to 7:00 P.M.	11/03/2026
Canvass Election Results	11/16/2026

CITY COUNCIL MEETING 5. b.

Meeting Date: 06/25/2026
Subject: Consider Authorizing the Negotiation of Joint Election Agreement with Harris County
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider an ordinance authorizing the City Manager to execute a Joint Election Agreement with Harris County, Texas, for the General Election to be held on November 3, 2026.

PREFACE

This proposed ordinance authorizes the City Manager to execute a Joint Election Agreement with Harris County for the General Election to be held on November 3, 2026, in an amount not to exceed $125,000.00, under terms and conditions deemed acceptable to the City Manager and the City Attorney.

The County will be responsible for the following under the agreement:

- the voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- the polling places for EV and ED, election personnel and set-up of the polling places for EV and ED; this is the first election for the City with Harris County that will utilize county-wide polling locations on Election Day;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for the following under the agreement:

- furnishing the County with a list of race titles in four languages (English, Spanish, Vietnamese & Chinese - traditional);
- furnishing the County with list of candidates' names and ballot positions;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election related documents; and
- canvassing election results.

The City will pay a pro-rata share of the total costs of the Joint Election of which the final determination will be decided once the election is completed.

CITY COUNCIL MEETING 5. c.

Meeting Date: 06/25/2026
Subject: Consider Authorizing the Negotiation of Joint Election Agreement with Chambers County
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider an ordinance authorizing the City Manager to execute a Joint Election Agreement with Chambers County, Texas, for the General Election to be held on November 3, 2026.

PREFACE

This proposed ordinance authorizes the City Manager to execute a Joint Election Agreement with Chambers County for the General Election to be held on November 3, 2026, in an amount not to exceed $30,000.00, under terms and conditions deemed acceptable to the City Manager and the City Attorney.

The County will be responsible for the following under the agreement:

- the voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- the polling places for EV and ED, election personnel and set-up of the polling places for EV and ED; this is the first election for the City with Chambers County that will utilize county-wide polling locations on Election Day;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for the following under the agreement:

- furnishing the County with a list of race titles in four languages (English, Spanish, Vietnamese & Chinese - traditional);
- furnishing the County with list of candidates' names and ballot positions;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election related documents; and
- canvassing election results.

The City will pay a pro-rata share of the total costs of the Joint Election of which the final determination will be decided once the election is completed.

CITY COUNCIL MEETING 6. a.

Meeting Date: 06/25/2026
Subject: Text Amendment to Unified Land Development Code - Short-Term Rental
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Calvin Abram, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance regarding proposed text amendments to the Unified Land Development Code (ULDC) to change Section 2.31 Consolidated Use Table; to change Section 2.33 Use Specific Standards; and to change Article 10 Word Usage.

PREFACE

This text amendment will remove the Special Use Permit requirement and replace the sections associated with the use table, use standards, and definition as it pertains to short-term rentals.

Fiscal Impact

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

Attachments

Ordinance - Short Term Rentals

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111 "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 2 "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.3 "USE STANDARDS," SEC. 2.31, "CONSOLIDATED USE TABLE," TABLE 2.31-1, "LAND USE TABLE;" SEC. 2.33,"USE SPECIFIC STANDARDS," SUBSEC. 2.33-3, "RESIDENTIAL USES;" AND ARTICLE 10, "WORD USAGE," DIVISION 10.2, "DEFINITIONS," TO AUTHORIZE THE PERMITTING AND INSPECTION OF SHORT-TERM RENTALS AND AMEND THE DEFINITION THEREOF; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

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

Section 1: That Chapter 111, "Unified Land Development Code," Article 2 "Zoning Districts and Dimensional Standards," Division 2.3, "Use Standards," Sec. 2.31 "Consolidated Use Table," is hereby amended as follows:

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

….

ARTICLE 2. ZONING DISTRICTS AND DIMENSIONAL STANDARDS

….

Division 2.3. Use Standards

….

Section 2.31 Consolidated Use Table

….

Table 2.31-1 Land Use Table

….

Use Category	Specific Uses	Zoning Districts																		Use Standards
		Residential							Mixed-Use						Non-Residential						
		ER	SR		MR	UR		AR	MUN	DTA		SJ			NC	GC	FC	LI	HI	OR	
		CV	CV	CS	CV	CV	IF			MS	FLX	MS	FLX	SJ-3							
RESIDENTIAL USES																					

….

Overnight Accomodations	Short-Term Rental	L	L	L	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	2.33-3

….

Section 2: That Chapter 111, "Unified Land Development Code," Article 2 "Zoning Districts and Dimensional Standards," Division 2.3, "Use Standards," Sec. 2.33 "Use Specific Standards," Subsec. 2.33-3, "Residential Uses," is hereby amended as follows:

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

….

ARTICLE 2. ZONING DISTRICTS AND DIMENSIONAL STANDARDS

….

Division 2.3. Use Standards

….

Section 2.31 Consolidated Use Table

….

Subsec. 2.33-3 Residential Uses

….

G. Short-Term Rental.

1. The City of Baytown will not enforce community deed restrictions or covenants associated with short-term rentals.
2. Tenure. The use may be rented for a period of up to, but not exceeding, 30 days.
3. Hotel-Motel Occupancy Tax: The City's Hotel-Motel Occupancy Tax requirements are applicable; (See Chapter 90, Article III, Hotel Occupancy Tax, of the City's Code of Ordinances).
4. A permit is required:
    a. No person shall advertise, offer to rent, rent, or lease a residential property, or any portion thereof, within the City as a short-term rental without first obtaining a permit from the City.
    b. The permit application shall include the name and contact information of the property owner, the address of the property, the number of bedrooms to be offered for rent, the number of available parking spaces, the designation and contact information of a twenty-four (24) hour local contact person, and any other information required by the City.
        i. The "local contact person" shall be within 50 miles of the short-term rental.
    c. A permit shall not be transferrable.

d. A permit expires one (1) year after its date of issuance, and shall be renewed by the owner or applicant.

e. Each owner or applicant of a short-term rental shall post a copy of the city-issued permit at a visible location inside the dwelling near the primary entrance.

5. Inspection is required:

a. Initial inspection: Upon submission of an application for a permit, and prior to the occupancy of a short-term rental by guests, the applicant shall schedule an initial inspection of the residential structure with the City Fire Marshal's Office or its designee to determine compliance with minimum occupancy standards, including but not limited to: the number of bedrooms offered for rent; the number of parking spaces provided; the presence of an accessible fire extinguisher; working smoke detectors in bedrooms and hallways; and a carbon monoxide detector.

b. Re-inspection: If, upon completion of the initial inspection, the premises are found to be deficient in one (1) or more provisions of this section, the city shall provide written notice of such deficiencies. It shall be the responsibility of the applicant to schedule a re-inspection of the premises, and a permit shall not be issued until the premises passes inspection. An inspection fee will be required.

c. Renewal certification: The subject property will be subject to an inspection each time the applicant submits for permit renewal.

d. Additional inspections authorized: The City or its authorized representative may, at its sole discretion, conduct additional inspections of a permitted short-term rental upon a report or suspicion of a violation of this Article.

6. Principal Use. The principal use of the short-term rental shall be a residential dwelling unit.

7. Residential Character. The use shall be conducted so that it does not unreasonably interfere with the peace and enjoyment of surrounding homes as places of residence. The property owner, and/or property management must comply with the following rules:

a. Parking: the owner must provide evidence of one parking space per bedroom listed for rent plus one additional parking space.

b. Number of occupants: two persons per bedroom is allowed plus two additional persons. The total number of occupants shall not exceed ten persons at any given time.

c. Party venue: the owner shall not advertise the property as party or entertainment venue; or any commercial/nonresidential use that violates the City's zoning regulations.

d. The property owner is responsible for complying with all applicable rules, covenants, and restrictions of any

Homeowners' Association (HOA) or similar subdivision management organization.

e. The minimum stay for a short-term rental shall be one (1) continuous twenty-four (24) hour period.

f. A twenty-four (24) hour local contact person shall be designated to respond to emergencies or neighborhood complaints. The contact person shall be available at all times and, if requested by the Police or Fire Department, shall be present on-site within one (1) hour of notification.

g. The use of interior sound monitoring devices is encouraged to help ensure compliance with applicable noise regulations.

h. Property rules and the contact information for the local contact person shall be posted inside the property in a visible location and near the primary entrance of the property.

8. Revocation or Suspension of a Short- Term Rental Permit:

a. The owner of the property and the operator of the STR shall be responsible for compliance with all applicable laws, rules, and regulations pertaining to the use and occupancy of the subject STR, including prohibition of public nuisances and unreasonable noise. Violations of any applicable law, rule, or regulation, may result in the revocation or denial of a short-term rental permit.

b. Revocation or Suspension Due to False Information: The Director of Planning and Development Services is authorized to suspend or revoke a short-term rental permit issued under the provisions of this Article if the property owner fails to pay hotel occupancy tax, or if it is determined that the property owner or applicant of a short-term rental permit made a false statement of material fact on an application for the permit.

c. Revocation Due to Violation: The Director of Planning and Development Services is authorized to revoke a short-term rental permit after three (3) violations have occurred in any consecutive 12-month period or when a property owner fails to correct a violation within the specified time period. For the purposes of this section, a violation shall be defined as any violation of the requirements of this Article or the City Code of Ordinances.

d. Revocation Process: upon a determination to revoke a short-term rental permit, the Director of Planning and Development Services shall notify the property owner of the decision to revoke and the effective date of the revocation in writing within ten (10) days of the determination.

e. Reapplication After Revocation: if a Short-Term Rental Permit is revoked, the property owner may not submit a new application for a short-term rental permit for the same property for a period of 12-months from the date of revocation.

f. Appeals: If the Director of Planning and Development Services denies the issuance or renewal of a short-term rental permit or revokes or suspends an existing short-term rental permit issued under this Article, the property owner may appeal the decision to the Board of Adjustments (BOA) in accordance with Unified Land Development Code (ULDC), Article 7 Development Review Procedures, Sec. 7.53 Appeal of Administrative Decision.

9. Penalties: Any person who knowingly or intentionally violates any subsection of this article shall be punishable in accordance with Article 9 Enforcement, Violations and Penalties of the City Code of Ordinances.

….

Section 3: That Chapter 111, "Unified Land Development Code," Article 10, "Word Usage,", Division 10.2, "Definitions," is hereby amended as follows:

CHAPTER 111. UNIFIED LAND DEVELOPMENT CODE

….

ARTICLE 10. WORD USAGE

….

Division 10.2 Definitions

….

S

….

Short-Term Rental means the rental of all or part of a residential dwelling unit that is rented out for compensation for a duration of occupancy period of less than 30 consecutive days.

….

Section 4: Any person who fails to comply with any provision contained in Sections 1-8 of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each act of violation and each day upon which such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: 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 6: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void, or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

CITY COUNCIL MEETING 7. a.

Meeting Date: 06/25/2026
Subject: Consider a petition for voluntary annexation of approximately 60 acres
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider a resolution granting the petition for the proposed annexation of approximately 60 acres of land, located at 5359 East Grand Parkway South, Chambers County.

PREFACE

This proposed resolution is the first step in granting the petition for the proposed annexation of approximately 60 acres of land, legally described as Tract 17-2-12 John Steele Survey, Abstract No. 227 and Tract 1-1B-3 Thomas Shepherd Abstract No. 229, Chambers County, Texas.

This proposed resolution will direct the preparation of a service plan for the subject area and will allow staff to negotiate and draft a written agreement regarding services for the subject area per the requirements of the annexation law (Loc Gov't Code §43.061).

This annexation was requested to bring a Baytown Area Water Authority facility into the City of Baytown Limits.

Supporting documents are attached for review.

Fiscal Impact

Fiscal Year:
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
There is no fiscal impact associated with this item.

Attachments

Resolution to Grant Annexation
Exhibit A Annexation Petition
Exhibit B Metes and Bounds Description
Exhibit C Vicinity Map
Staff Report

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF THE CITY OF BAYTOWN FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 60 ACRES LOCATED AT 5359 EAST GRAND PARKWAY SOUTH, LEGALLY DESCRIBED AS TRACT 17-2-12 JOHN STEELE SURVEY, ABSTRACT NO. 227 AND TRACT 1-1B-3 THOMAS SHEPHERD ABSTRACT NO. 229, CHAMBERS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby grants the petition of the City of Baytown for the proposed annexation of approximately 60 acres, located at 5359 East Grand Parkway South, legally described as Tract 17-2-12 John Steele Survey, Abstract No. 227 and Tract 1-1B-3 Thomas Shepherd Abstract No. 229, Chambers County, Texas. Said petition is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of May 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

City of Baytown

Annexation Petition

State of: Texas

County of: Harris

Come now, Jason Reynolds, representing the City of Baytown, owner(s) of the real property described as follows to wit:

Property: Approximately 60.00 acres, located at 5359 East Grand Parkway South, Chambers County, Texas

Property Legal Description: Tracts 1, 1B and 3, T Shepherd Abstract No. 229, Chambers County, Texas and Tract 17-2-12 John Steele Survey, Abstract No. 227, Chambers County, Texas

Proposed Development: Six Million Gallon Per Day Water Surface Treatment Plant, Baytown Area Water Authority East

I, Jason Reynolds, representing the City of Baytown, owner(s) of the real property described above, request annexation of said property by the City of Baytown.

Signed on this 22nd day of April 2026

J. E. Reynolds

Applicant Signature

Jason Reynolds, City Manager

Applicant Name and Title

2401 Market Street

Applicant Address

2401 Market Street

Applicant Phone Number

jason.reynolds@baytown.org

Applicant Email Address

J. E. Reynolds

Owner Signature

Jason Reynolds, City Manager

Owner Name and Title

2401 Market Street

Owner Address

2401 Market Street

Owner Phone Number

jason.reynolds@baytown.org

Owner Email Address

Acknowledgement

State of: Texas

County of: Harris

Before me, Valerie Torres the undersigned authority, on this day personally appeared Jason Reynolds, City Manager, City of Baytown, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and, in the capacity, therein stated.

Given under my hand and seal of office on this 22ND day of April 2026.

VALERIE TORRES
Notary Public, State of Texas
My Commission Expires
July 27, 2027
NOTARY ID 13447651-0

Valerie Torres
Notary Public

Corporate Acknowledgment

State of:

County of:

This instrument was acknowledged before me by as

of ,

a corporation and on behalf of said corporation.

Given under my hand and seal of office on this day of .

(seal)

Notary Public

After recording, return to:
City of Baytown
Attn: Planning Department
P. O. Box 424
Baytown, TX 77522-0424

EXHIBIT B

Electronically Recorded Instrument: 00097613 Book: OR Volume: 1524 Page: 423
Heather H. Hawthorne, County Clerk, Chambers County, Texas

EXHIBIT A

PROPERTY DESCRIPTION

BAWA
60.00 Acres

John Steele, Abstract No. 227
T. Shepard Survey Abstract No. 229

STATE OF TEXAS §

COUNTY OF CHAMBERS §

A METES & BOUNDS description of a certain 60.00 acre tract of land in the John Steele Survey, Abstract No. 227 and T. Shepard Survey, Abstract No. 229, Chambers County, Texas; being out of those certain tracts conveyed to Cedar Crossing, L.P. by instruments recorded in Clerk's File Numbers 3125-B (Volume 456, Page 155) (Filed May 22, 2000), 8344-S (Volume 810, Page 495)(Filed September 20, 2005) and 8345-S (Volume 810, Page 583) (Filed September 20, 2005), all of the Official Public Records of Chambers County, Texas; said 60.00 acre tract of land being more particularly described as follows with all bearings being based on The Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 3/4-inch iron rod found at the northwest corner of Tract 12 of Schedule 1B of Deed from Reliant Energy, Inc. to Texas Genco Holdings, Inc., recorded in Clerk's File No. 6952-B (Volume 575, Page 835) (filed September 3, 2002) of the Official Public Records of Chambers County, Texas said Tract 12 being described by metes and bounds in Volume 384, Page 189 of the Deed Records of Chambers County, Texas;

THENCE, South 06°35'07" West, 899.78 feet (called North 06°34'57 East, 899.90 feet, Vol. 384, Pg. 189) along the west line of said tract 12 to a 5/8-inch iron rod found;

THENCE, South 83°23'41" East, 1000.00 feet (called North 83°24'56 West, 999.79 feet, Vol. 384, Pg. 189) to a 5/8-inch iron rod found in the west line of a called 5.115 acre tract conveyed to Coastal Industrial Water Authority by instruments recorded in Volume 308, Page 311 and Volume 309, Page 163 of the Deed Records of Chambers County, Texas;

THENCE, in a southerly direction along the west line of said 5.115 acre tract, the following two (2) courses and distances;

1.) South 02°09'52" West, 176.75 feet (called South 02°11' West, Vol. 309, Pg.163) to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set;

2.) South 27°47'52" West, 107.80 feet (called South 27°49' West, 107.8 feet, Vol. 309, Pg.163) to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set in the south line of said 5.115 acre tract;

THENCE, North 77°54'52" East, 1.18 feet to a 3/4-inch iron rod (with cap stamped Cotton Surveying Company") set;

THENCE, South 00°06'40" West, (called 00°07'07" East) 282.16 feet along the west line of a called 76.434 acre tract (Reservoir Tract) conveyed to U.S. DENRO Steels, Inc. by instrument recorded in File No.

Electronically Recorded Instrument: 00097613 Book: OR Volume: 1524 Page: 424
Heather H. Hawthorne, County Clerk, Chambers County, Texas

BAWA
60.00 Acres

John Steele, Abstract No. 227
T. Shepard Survey Abstract No. 229

00022693 (Volume 932, Page 543) (Filed February 6, 2007) of the Official Public Records of Chamber County, Texas, to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set;

THENCE, North 89°53'20" West, 1953.69 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company") set;

THENCE, North 12°25'34" West, 1771.26 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying Company"), set in the south line of Tract 9 of Schedule 1B of said Deed from Reliant Energy, Inc. to Texas Genco Holdings, Inc. recorded in File No. 6952-B (Volume 575, Page 835) (Filed September 3, 2002) of the Official Public Records of Chambers County, Texas, said tract 9 being described by Metes and Bounds in Volume 276, Page 469 of the Deed Records of Chambers County, Texas (second tract, 64.832 acres); said iron rod being in the arc of a curve to the right, the radius point of which bears South 02°02'39" West, 750.00 feet;

THENCE, in an easterly direction along the southerly line of said Tract 9, the following two (2) courses and distances;

1. **Along the arc of said curve to the right having a radius of 750.00 feet, a central angle of 04°32'11", an arc length of 59.38 feet and a long chord bearing South 85°41'16" East, 59.37 feet to a 3/4-inch iron rod (with a cap stamped "Cotton Surveying Company") set at a point of tangency;**

2. **South 83°25'10" East, 1451.28 feet to the POINT OF BEGINNING, CONTAINING 60.00 acres of land in Chambers County, Texas;**

Cotton Surveying Company
6335 Gulfton, Suite 100
Houston, TX 77081-1169
(713) 981-0275
Texas Board of Professional Land Surveying
Registration No. 10046100

Revised: August 16, 2014
Revised: August 19, 2014

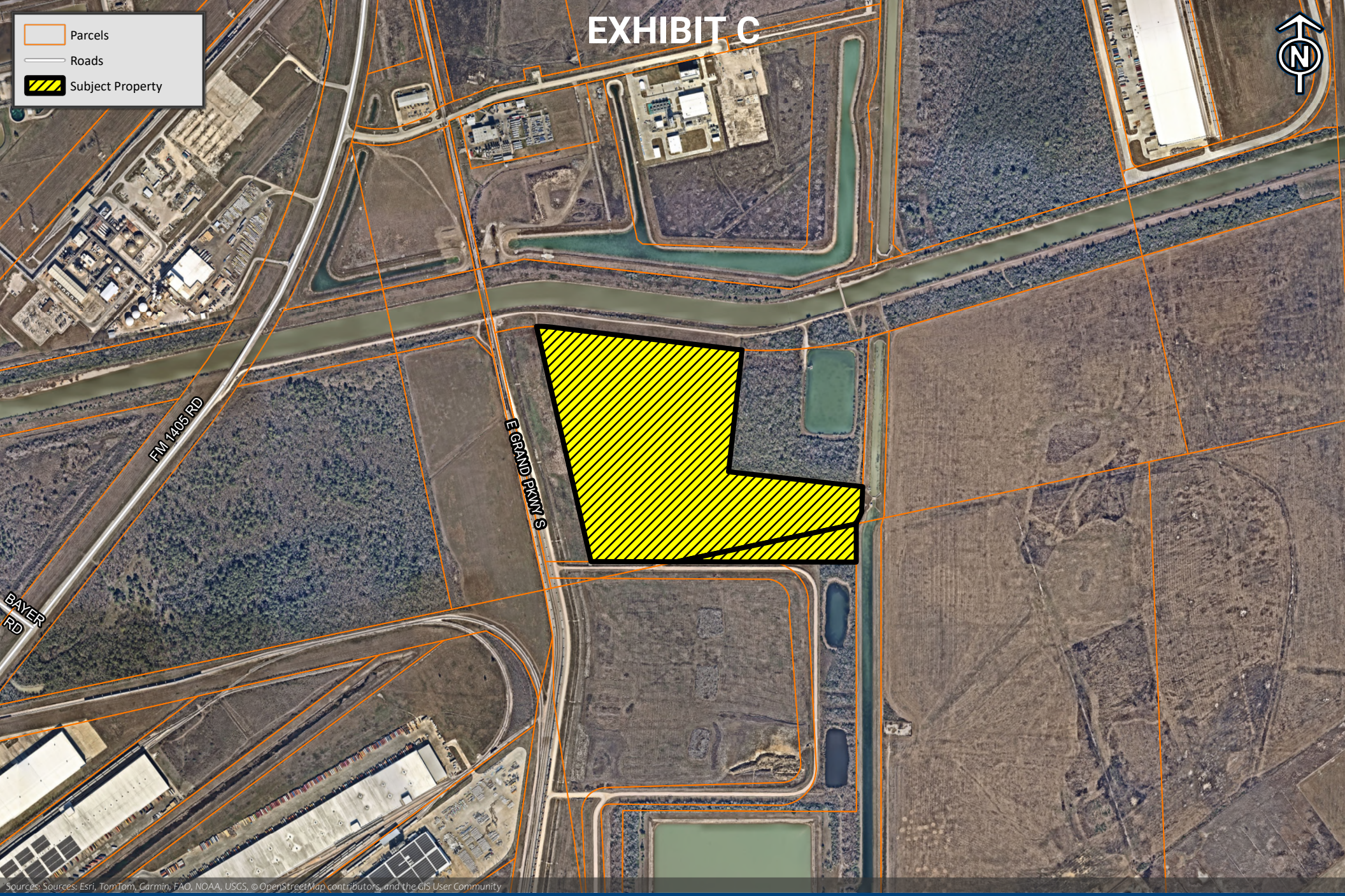
Matt T Hicks

Acting By/Through Martin G. Hicks
Registered Professional Land Surveyor
No. 4387
MHicks@jonescarter.com



FILED FOR RECORD IN:
Chambers County Clerk
On: 02/22/2018 4:15PM
Doc Number: 2018-129661
Number of Pages: 5
Amount: $38.00
Order#: 20180222000050
By: LM
Heather H. Hawthorne





Annexation

5359 East Grand Parkway South

Approximately 60 acres

CCAD# 54556 & 54557

0 220 450 670 900 US Feet

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: 4/22/2026

City of Baytown

Annexation

Staff Report

May 28, 2026

Plan Number: ZP25110005

Address: 7701 John Martin Road

Requested Action: Expand the municipal boundaries of the City of Baytown via voluntary annexation of approximately 202.48 acres

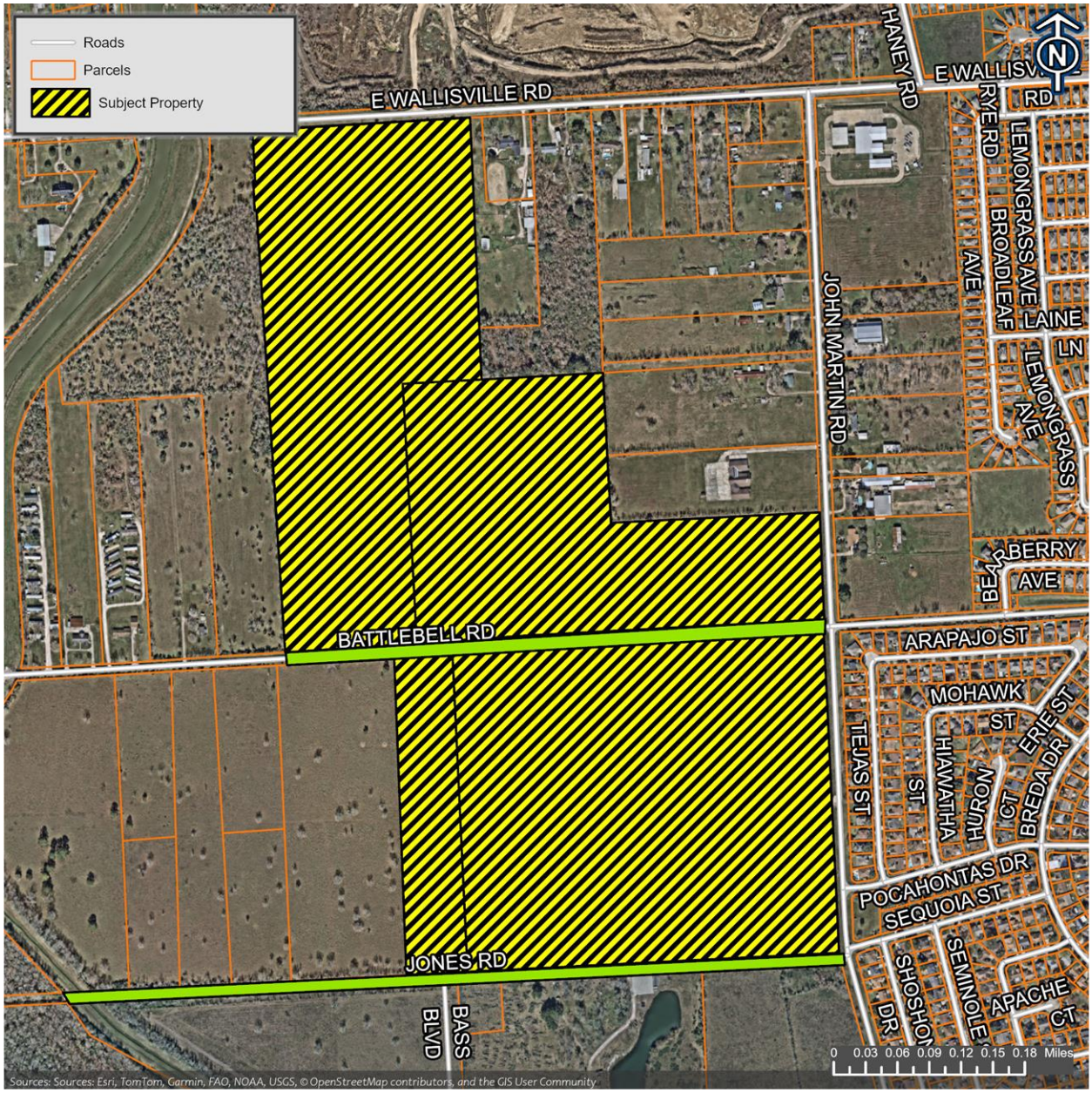
Applicant: Ms. Kayla Welsh, Hillwood

Public Notification: On May 14, 2026, notice was published in the *Baytown Sun*; on the City of Baytown website, at City Hall, and notices were mailed to state and county entities, as required by Texas Local Government Code Chapter 43

Subject Property: Approximately 202.48 acres, generally located on the north and south sides of Battlebell Road and the east side of John Martin Road, Harris County, Texas, (Harris Parcel Number(s) 0591420000025, 0591420000036, 0591470060007, 0591470060085 and 0591470060087) and including sections of Battlebell Road and Jones Road

Legal Description: Tracts 26, 26A, 26B, 26C, 27Q, 38B, 43, 43B, 43-I Blocks 25, 26 and 27, Elena Fruit & Cotton Farms and Lots 11 through 30 Block 6, Highland Farms, Harris County, Texas; along with approximately 3.710 acres being the entire width of Battlebell Road right-of-way extending westward from the intersection of John Martin Road approximately 2,730 feet; and approximately 5.069 acres being the entire width of the Jones Road right-of-way extending westward from the intersection of John Martin Road approximately 3,745 feet, out of the Talcott Patching Survey, Abstract No. 620 and the Sandford Rice Survey, Abstract No. 682, Harris County, Texas

Parcel Information:
Current Use: Primarily vacant, some residential and agricultural
Proposed Use: Warehouse
Future Land Use (FLU): Low Density Residential



Vicinity Map

Purpose of the Annexation:
The applicant's request is to be annexed into the City of Baytown jurisdiction to combine the subject property with property on the south side of Jones Road for the expansion of a warehouse development. The first phase of the Goose Creek Commerce Center, located on the south side of Jones Road, is under the same ownership and currently under construction. The subject property is intended to be an expansion of that project. Annexation of the subject area will allow Hillwood to streamline the development processes, including a proposed rezone to Planned Unit Development (PUD), according to the standards administered by the City of Baytown.

Existing Conditions:
The subject property is predominantly vacant with some residential development and agricultural use; immediately to the south of the property is Phase 1 of the Goose Creek Commerce Center

warehouse development and Interstate Highway 10 (E IH 10). Across East Wallisville Road to the north is an earthen materials extraction facility; to the east and west, properties are generally residential with some commercial.

Adjacent Land Use:

	North	***South***	***East***	***West***
Zoning Designation	Extra Territorial Jurisdiction (ETJ)	General Commercial (GC) & Mixed Residential (MR)	Extra Territorial Jurisdiction (ETJ)	Extra Territorial Jurisdiction (ETJ)
Land Use	Vacant	Warehouse	Residential	Residential

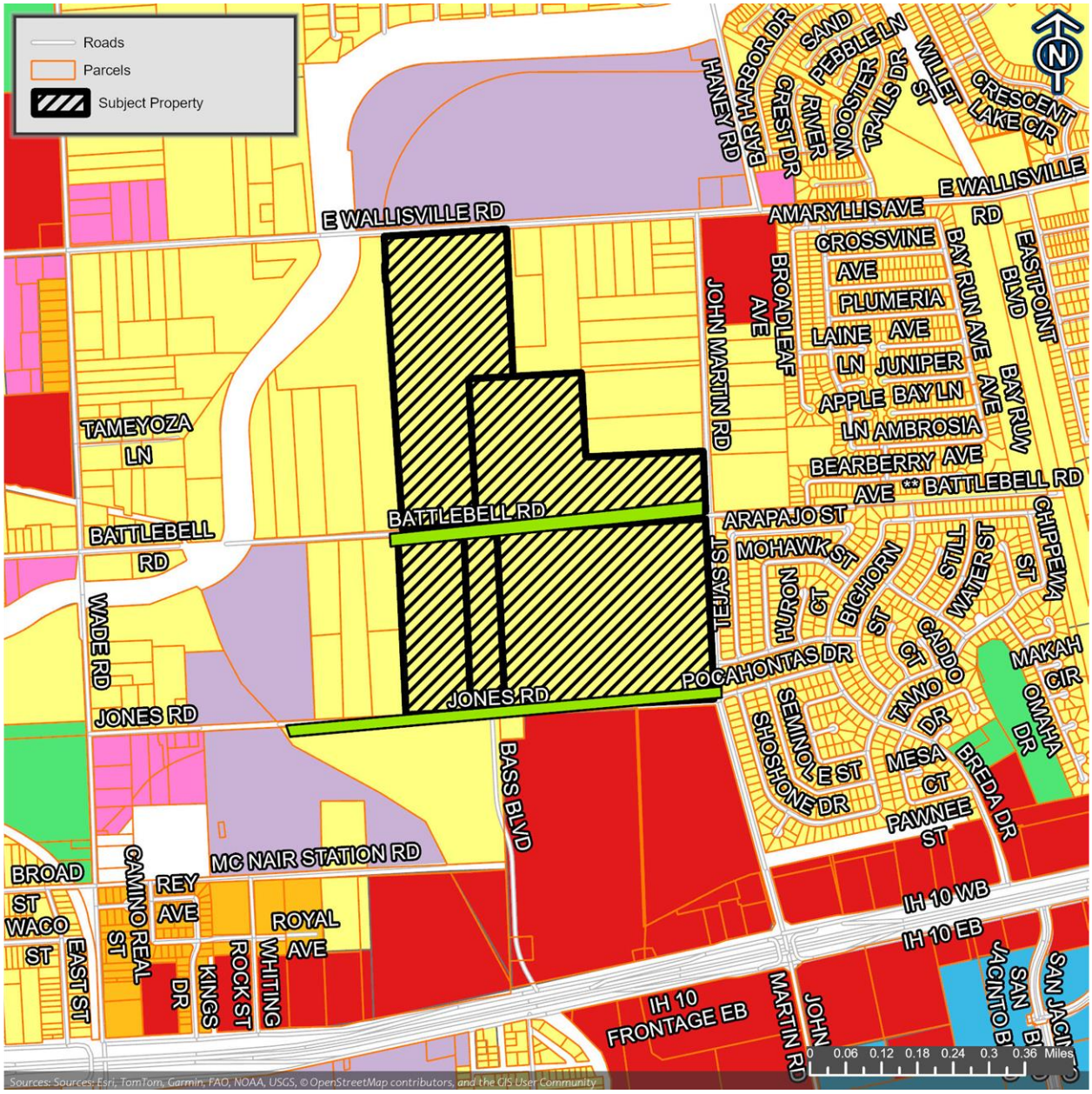
Comprehensive Plan Land Use Designation:
The Baytown 2040 Comprehensive Plan is a policy document that sets forth the City's long-range planning and provides guidance for decisions related to the City's zoning map (zone change requests, variance applications, etc.).

Goal GC1: A pattern of development that manages growth in a way that adds value to the city, serves the needs of residents and businesses and minimizes adverse impacts on the environment.

Goal ED1: An economically resilient and diversified business environment that encourages entrepreneurs and local business start-ups to serve potential growth markets.

Goal ED3: A continued focus on Baytown's existing economic assets, including historic neighborhoods and corridors such as Texas Avenue, natural resources, industrial facilities and the waterfront.

Land use considerations are integrated with all other components of the Comprehensive Plan. For instance, the transportation network provides access to land, which influences the type and intensity of development. This is currently occurring with new transportation facilities such as State Highway 99 (the Grand Parkway). The provision or lack of public utilities can also dictate the location, amount and timing of development, as is the case with some of the new developments north of E IH 10 that are currently outside of the City's wastewater service area.



FLU Map

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

If City Council approves the applicant's request for annexation of the subject area, it will not have an adverse impact on the general welfare of the public or the service delivery to the area. An application for a rezone to Planned Unit Development (PUD) is processing concurrently with the annexation request.

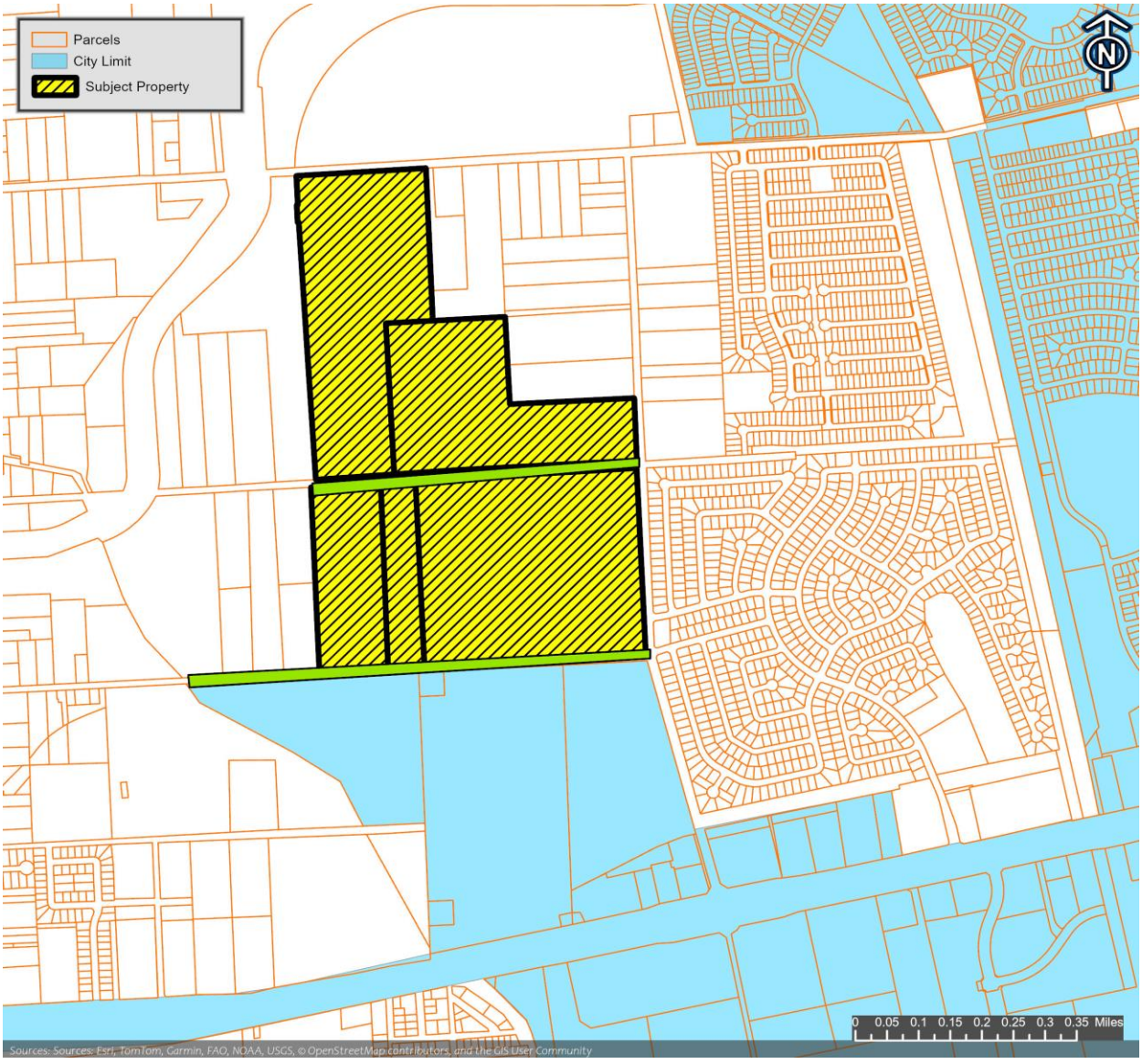
2. What is the relation of the proposed change to the city's Comprehensive Plan?

The Comprehensive Plan's Future Land Use Map (FLUM), a more generalized tool than the zoning map, is used to identify trends and encourage development, demonstrated by the Industrial and Large Scale Commercial areas designated on the map to the north, south and southwest. This proposed development is indicative of the rapidly-growing demand for warehouse developments

to serve not only the thriving industry in Baytown but also the public's insatiable appetite for consumer goods. Additionally, the timing and particular location of some highly market-driven uses is dictated by the extent and pace of other types of development, including the typical pattern of retail uses locating near new residential "rooftops" and often at key roadway intersections. Combined with developers' areas of expertise and interest in bringing single-family or multi-family products to market, the location and extent of various forms of residential development can also be difficult to predict amid broader housing market cycles and regional needs.

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

The proposed annexation would expand the city's jurisdictional boundary and assure that development is consistent with other development in the City. Any development will have to meet all City Ordinances and Codes; therefore, minimize any adverse impact to the natural environment. As a general rule, new, high-quality, development improves economic conditions and adds to the City's tax base.



City Limits Map

Service Plan Summary:

Building Division: The proposed annexation will have no immediate impact and the area will receive a comparable level of service.

Fire Department: The subject property of the proposed annexation is assigned to District 7.
The subject property is located in ESD-75 and already receives Fire and EMS services from the Baytown Fire Department and will receive a comparable level of service similar to levels projected in the area. Annexation and development of this property will contribute to an increase in demand for services which can affect established response time standards and have an impact on existing response times.

Health Department: The subject property of the proposed annexation is assigned to Health 2 and 4A.
The proposed annexation will have no immediate impact and the area will receive a comparable level of service.

Parks and Recreation Department: The subject property of the proposed annexation will be assigned to North.
The proposed annexation will not have an impact as the proposed development is expected to be subject to a Public Improvement District (PID) agreement which includes a Property Owner Association (POA) that will be responsible for ongoing maintenance.

Police Department: The subject property of the proposed annexation will be assigned to Zone 1 (patrol).
The proposed annexation will have minimal affect on established response time as there is minimal response for police in warehouse developments. The area will receive a comparable level of service similar to levels projected in the area

Public Works and Engineering Department: The subject property of the proposed annexation will be assigned to Zone 4.
The proposed annexation will have no immediate impact.

Utility Billing Department: The subject properties of the proposed annexation will be assigned to Zone 1-Route 390.
The proposed annexation will not have an impact.

Staff Recommendation:
Staff recommends approval of the proposed annexation.

CITY COUNCIL MEETING 8. a.

Meeting Date: 06/25/2026
Subject: Budget Amendment for Fiscal Year 2026
Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance
Department: Finance

Information

ITEM

Consider an ordinance to amend the Fiscal Year 2026 budget for encumbrances carried forward from Fiscal Year 2025, interfund transfers, capital projects, and contributions made to departments.

PREFACE

This ordinance proposes to amend the FY26 budget for encumbrances carried forward from FY25, interfund transfers, capital projects, and contributions made to departments. The allocation provides the necessary funds to fulfill outstanding commitments and obligations, ensures funds needed for department services and identified capital projects as well as contributions made to departments to address priority needs.

Fiscal Impact

Fiscal Year: 2026
Acct Code: Multiple
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N:
Amount Needed:
Fiscal Impact (Additional Information):
Fiscal Year 2026 Budget Amendment #2 includes prior-year encumbrances and updates to expenditure and revenue accounts to reflect current budgetary needs.

Attachments

Ordinance - Am Budget FY26
FY26 Budget Amendment #2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2026 BUDGET FOR ENCUMBRANCES CARRIED FORWARD FROM FISCAL YEAR 2025 INTERFUND TRANSFERS, CAPITAL PROJECTS, AND CONTRIBUTIONS MADE TO DEPARTMENTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, on the 11th day of September, 2025, after considering the proposed budget together with the testimony and information received at the public hearings, the City Council of the City of Baytown, Texas, adopted the City's 2025-26 fiscal year budget; and

WHEREAS, pursuant to Section 102.010 of the Texas Local Government Code, the City Council may make changes in the budget for municipal purposes; and

WHEREAS, the Director of Finance for the City of Baytown has recommended amendments to the City's 2025-26 fiscal year budget for municipal purposes; and

WHEREAS, the City Council of the City of Baytown, after considering the submitted budget amendments, believes that the changes are consistent with the interest of the residents of the City; NOW THEREFORE,

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes the amendments to the City of Baytown's 2025-26 fiscal year budget, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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 25th day of June, 2025.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

2025-2026



CITY OF BAYTOWN

Adopted Budget
Fiscal Year Ending
September 30, 2026

Budget Amendment #2

CITY OF BAYTOWN

FY26 BUDGET ADJUSTMENT

	FUNDING SOURCE	FY26 ADOPTED BUDGET	APPROVED BUDGET AMENDMENTS	PROPOSED BUDGET AMENDMENT #2	FY26 TOTAL BUDGET ADJUSTMENT	% CHANGE
GF	GOVERNMENTAL FUNDS	$ 161,785,557	$ -	$ (22,628)	$ 161,218,023	-0.35%
EN	ENTERPRISE FUNDS	$ 124,712,421	$ 76,055	$ 1,050,000	$ 125,838,475	0.90%
CIP	CAPITAL IMPROVEMENT FUNDS	$ 3,666,423	$ 42,038,000	$ -	$ 45,704,423	100.00%
CU	COMPONENT UNIT FUNDS	$ 47,647,240	$ 70,314,807	$ 125,000	$ 118,087,047	147.84%
SP	SPECIAL REVENUE FUNDS	$ 37,959,075	$ 2,889,895	$ (1,327,732)	$ 39,012,354	2.77%
	TOTAL REVENUES	**$ 375,770,716**	**$ 115,318,757**	**$ (175,360)**	**$ 489,860,323**	**30.36%**
GF	GOVERNMENTAL FUNDS	$ 167,260,716	$ 2,644,371	$ 2,699,282	$ 172,604,370	3.19%
EN	ENTERPRISE FUNDS	130,010,958	15,837,892	4,636,822	150,485,672	15.75%
CIP	CAPITAL IMPROVEMENT FUNDS	3,405,478	194,147,480	-	197,552,959	5701.03%
CU	COMPONENT UNIT FUNDS	48,235,665	87,344,511	1,154,647	136,734,824	183.47%
SP	SPECIAL REVENUE FUNDS	39,314,180	21,930,419	3,630,942	64,875,541	65.02%
	TOTAL EXPENDITURES	**$ 388,226,998**	**$ 321,904,673**	**$ 12,121,693**	**$ 722,253,365**	**86.04%**

CITY OF BAYTOWN

FY26 BUDGET ADJUSTMENT

	Funding Source	FY26 Adopted Budget	Previously Approved Amendment	Budget Amendment #1	Proposed Budget Adjustment #2	FY26 Total Adjusted Budget	% CHANGE
			REVENUES				
GF	**GOVERNMENTAL FUNDS**						
	General Fund	143,044,178		-	(22,628)	143,021,550	-0.02%
	Debt Service	16,586,627		-	-	16,586,627	0.00%
	Hotel/Motel Tax Fund	1,609,846		-	-	1,609,846	0.00%
	Capital Replacement Fund	544,906		-	-	544,906	0.00%
	TOTAL GOVERNMENTAL	**161,785,557**	**-**	**-**	**(22,628)**	**161,218,023**	**-0.35%**
EN	**ENTERPRISE FUNDS**						
	Aquatics Fund	1,350,000		71,055	1,050,000	2,471,055	83.04%
	Water & Sewer Fund	64,527,541		5,000	-	64,532,541	0.01%
	W & S Sinking Fund	13,678,066		-	-	13,678,066	0.00%
	Water & Sewer Impact Fees	4,349,589	-	-	-	4,349,589	0.00%
	Sanitation	9,959,708		-	-	9,959,708	0.00%
	Storm Water Utility Fund	4,981,979		-	-	4,981,979	0.00%
	Internal Service Funds	25,865,537		-	-	25,865,537	0.00%
	TOTAL ENTERPRISE FUND	**124,712,421**	**-**	**76,055**	**1,050,000**	**125,838,475**	**0.90%**
CIP	**CAPITAL IMPROVEMENT FUNDS**						
	General CIPF	666,423		42,038,000	-	42,704,423	0.00%
	CO Bonds - CIP Projects	-		-	-	-	0.00%
	Water & Sewer CIPF	3,000,000		-	-	3,000,000	100.00%
	TOTAL CIPF	**3,666,423**	**-**	**42,038,000**	**-**	**45,704,423**	**100.00%**
CU	**COMPONENT UNIT FUNDS**						
	BAWA	22,447,251		-	-	22,447,251	0.00%
	BAWA CIPF	2,124,000		-	-	2,124,000	0.00%
	BAWA Cos	-		69,000,000	-	69,000,000	7.24%
	BAWA Debt Service	5,410,219		1,314,807	-	6,725,026	7.24%
	CCPD (Police)	2,593,794		-	-	2,593,794	0.00%
	Fire/EMS Special District	2,678,448		-	-	2,678,448	0.00%
	Municipal Dev. District	9,228,367		-	-	9,228,367	0.00%
	Tax Increment Reinvestment	3,165,161		-	125,000	3,290,161	3.95%
	TIRZ 2024 CO	-		-	-	-	0.00%
	TOTAL COMPONENT UNIT	**47,647,240**	**-**	**70,314,807**	**125,000**	**118,087,047**	**147.84%**
SP	**SPECIAL REVENUE FUNDS**						
	Baytown Nature Center Fund	227,775		-	-	227,775	0.00%
	Public Education Gov't Access	111,540	-	-	-	111,540	0.00%
	Police Federal / State Forfeitures	85,365	-	-	21,704	107,069	25.43%
	Police Academy Fund	45,000	-	-	-	45,000	0.00%
	Library Special Fund	17,500	-	-	-	17,500	0.00%
	Municipal Court Special Fund	143,762	-	-	-	143,762	0.00%
	Parks & Rec Fund	50,000	-	182,000	(102,000)	130,000	160.00%
	Parks & Rec Special Rev Fund	18,750,000	-	-	-	18,750,000	0.00%
	Wetlands Education Funds	322,148	-	-	-	322,148	0.00%
	Street Maintenance Fund	5,576,402	-	-	-	5,576,402	0.00%
	Other Special Revenue Funds	12,629,584	-	2,707,895	(1,247,436)	14,090,043	0.00%
	TOTAL SPECIAL REV FUNDS	**37,959,075**	**-**	**2,889,895**	**(1,327,732)**	**39,012,354**	**2.77%**
	GRAND TOTAL REVENUES	**$ 375,770,716**	**$ -**	**115,318,757**	**$ (175,360)**	**$ 489,860,323**	**30.36%**

	Funding Source	FY26 Adopted Budget	Previously Approved Amendment	Budget Amendment #1	Proposed Budget Adjustment #2	FY26 Total Adjusted Budget	% CHANGE
			EXPENDITURES				
GF	**GOVERNMENTAL FUNDS**						
	General Fund	142,466,473		635,859	2,403,731	145,506,063	2.13%
	Debt Service	18,020,546		-	-	18,020,546	0.00%
	Hotel/Motel Tax Fund	2,446,667		300,490	-	2,747,158	12.28%
	Capital Replacement Fund	4,327,030	486,093	1,221,929	295,551	6,330,603	46.30%
	TOTAL GOVERNMENTAL	**167,260,716**	**486,093**	**2,158,278**	**2,699,282**	**172,604,370**	**3.19%**
EN	**ENTERPRISE FUNDS**						
	Aquatics Fund	750,000		71,055	1,050,000	1,871,055	149.47%
	Water & Sewer Fund	62,166,071		5,000	3,086,210	65,257,281	4.97%
	W & S Sinking Fund	13,110,314		-	-	13,110,314	0.00%
	Sanitation	9,558,030		-	110,428	9,668,457	1.16%
	Storm Water Utility Fund	4,157,132		1,697,813	141,226	5,996,171	44.24%
	Water and Sewer Impact Fees	15,381,334	-	14,064,024	-	29,445,358	91.44%
	Internal Service Funds	24,888,077	-	-	248,958	25,137,036	1.00%
	TOTAL ENTERPRISE FUND	**130,010,958**	**-**	**15,837,892**	**4,636,822**	**150,485,672**	**15.75%**
CIP	**CAPITAL IMPROVEMENT FUNDS**						
	General CIPF	460,000	(486,093)	58,999,781	-	58,973,688	100.00%
	CO Bonds - CIP Projects	445,478		118,537,157	-	118,982,635	100.00%
	Water & Sewer CIPF	2,500,000		17,096,636	-	19,596,636	100.00%
	TOTAL CIPF	**3,405,478**	**(486,093)**	**194,633,573**	**-**	**197,552,959**	**100.00%**
CU	**COMPONENT UNIT FUNDS**						
	BAWA	21,768,468		1,438,607	14,554	23,221,629	6.68%
	BAWA CIPF	2,044,000		5,130,204	-	7,174,204	250.99%
	BAWA Bonds	-		71,674,218	-	71,674,218	
	BAWA Debt Service	5,410,219		1,314,807	-	6,725,026	
	CCPD (Police)	2,718,861		-	-	2,718,861	0.00%
	Fire/EMS Special District	3,988,601	385,726	-	1,016,388	5,390,715	35.15%
	Municipal Dev. District	9,193,245		357,598	79,920	9,630,762	4.76%
	Tax Increment Reinvestment	3,112,271		-	43,786	3,156,057	1.41%
	TIRZ 2024 CO	-		7,043,350	-	7,043,350	0.00%
	TOTAL COMPONENT UNIT	**48,235,665**	**385,726**	**86,958,785**	**1,154,647**	**136,734,824**	**183.47%**
SP	**SPECIAL REVENUE FUNDS**						
	Baytown Nature Center Fund	239,505		53,000	230,589	523,094	118.41%
	Public Education Gov't Access	121,773	-	-	339,942	461,715	279.16%
	Police Federal / State Forfeitures	78,000	-	-	16,067	94,067	20.60%
	Police Academy Fund	110,000	-	-	8,197	118,197	7.45%
	Library Special Fund	21,500	-	-	-	21,500	0.00%
	Municipal Court Special Fund	129,916		-	-	129,916	0.00%
	Parks & Rec Fund	50,000		419,524	25,000	494,524	889.05%
	Parks & Rec Special Rev Fund	12,871,785		18,750,000	641,694	32,263,479	150.65%
	Wetlands Education Funds	422,619	-	-	-	422,619	0.00%
	Street Maintenance Fund	11,803,982		-	503,096	12,307,078	4.26%
	Other Special Revenue Funds	13,465,100	-	2,707,895	1,866,357	18,039,352	33.97%
	TOTAL SPECIAL REV FUNDS	**39,314,180**	**-**	**21,930,419**	**3,630,942**	**64,875,541**	**65.02%**
	GRAND TOTAL EXPENDITURES	**$ 388,226,998**	**$ 385,726**	**$ 321,518,947**	**$ 12,121,693**	**$ 722,253,365**	**86.04%**

GOVERNMENTAL FUNDS

1000 - General Fund

Description/Department	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	143,044,178			(22,628)	143,021,550
Expenditures:					
General Administration	1,371,214			9,235	1,380,449
City Clerk	1,242,288				1,242,288
City Attorney	2,738,916			498,985	3,237,902
Fiscal Operations	5,423,887			28,277	5,452,165
Human Resources	1,598,857				1,598,857
Strategic Communications	1,017,144			11,786	1,028,930
ITS	5,968,392			2,925	5,971,317
Planning & Community Dev	4,026,909		50,000	167,496	4,244,405
Municipal Court	1,783,297				1,783,297
GF Overhead	6,650,550		37,428	65,861	6,753,839
Police	40,457,273			26,447	40,483,720
Fire	33,734,020		61,022	7,993	33,803,036
Public Works Administration	638,698			150,000	788,698
CIP Management	2,464,838		363,769		2,828,607
City Facilities	5,703,520			31,525	5,735,045
Streets	3,234,789			186,948	3,421,737
Traffic Control	2,521,879				2,521,879
Engineering	1,176,030			48,500	1,224,530
Environmental Health	4,989,914		44,320	72,945	5,107,179
Parks	10,713,038		8,265	32,180	10,753,483
Library	2,401,018			12,628	2,413,646
Transfers/Contingency	2,610,000		71,055	1,050,000	3,731,055
Totals	142,466,473		635,859	2,403,731	145,506,063

The proposed second quarter budget amendment reflects targeted adjustments to departmental appropriations, rolled encumbrances, reallocating funds to address operational needs, and updated priorities while maintaining overall fiscal balance.

4910 GENERAL DEBT SERVICE	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	16,586,627		-	-	16,586,627
Expenditures:					
Debt Service	18,020,546		-	-	18,020,546

2400 HOTEL / MOTEL TAX FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	1,609,846		-	-	1,609,846
Expenditures:					
Hotel/Motel Tax Fund	2,446,667		300,490	-	2,747,158

1200 CAPITAL REPLACEMENT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	544,906		-		544,906
Expenditures:					
Capital Replacements	4,327,030	486,093	1,221,929	295,551	6,330,603

Total amendment required for the encumbrance carried forward for vendor contracts

ENTERPRISE FUNDS

5200 - AQUATICS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	1,350,000		71,055	1,050,000	2,471,055
Expenditures:					
Pirates Bay Water Park	750,000		71,055	1,050,000	1,871,055

Total amendment required for the encumbrance carried forward for vendor contracts.

5100 - WATER & SEWER	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	64,527,541		5,000	-	64,532,541
Expenditures:					
Utility Billing (1043)	3,133,311		5,000	216,975	3,355,286
Overhead GF (3099)	2,140,411		-	-	2,140,411
Water Distribution (3160)	2,699,997		-	2,296	2,702,293
Treated Water (3161)	17,526,174		-	-	17,526,174
Water Treatment (3162)	2,093,142		-	-	2,093,142
Wastewater Treatment (3170)	9,224,233		-	2,866,939	12,091,172
Pollution Control (3171)	764,044		-	-	764,044
Wastewater Collection (Construction) (3172)	4,276,381		-	-	4,276,381
Transfers (9002)	20,308,377		-	-	20,308,377
Totals	62,166,071		5,000	3,086,210	65,257,281

Total amendment required for addressing operational needs and the encumbrance carried forward for vendor contracts.

4950 WATER & WSTWTR INT & SINK	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	13,678,066		-		13,678,066
Expenditures:					
Water & Wastewater Int & Sink Fund	13,110,314		-		13,110,314

5400 - SANITATION	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	9,959,708		-		9,959,708
Expenditures:					
Sanitation	9,558,030		-	110,428	9,668,457

ENTERPRISE FUNDS (CONT'D)

Total amendment required for addressing operational needs and the encumbrance carried forward for vendor contracts.

5500 - STORM WATER	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	4,981,979		-	-	4,981,979
Expenditures:					
Storm Water Utility (3180)	577,322		1,697,813	45,546	2,320,681
Storm Water Maintenance (3181)	3,579,810		-	95,680	3,675,490
Totals	4,157,132		1,697,813	141,226	5,996,171

Total amendment required for addressing operational needs and the encumbrance carried forward for vendor contracts.

5600 - WATER & SEWER IMPACT FEES	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	4,349,589		-	-	4,349,589
Expenditures:					
Projects -W&S IF	15,381,334		14,064,024	-	29,445,358

6100 - FLEET	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	3,459,446		-		3,459,446
Expenditures:					
Fleet Operations	3,173,507		-	70,000	3,243,507

Total amendment required to address operational needs.

6200 WAREHOUSE	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	407,927		-	-	407,927
Expenditures:					
Warehouse Operations	457,469		-	90,000	547,469

Total amendment required for addressing operational needs for water meters.

6300 MEDICAL BENEFITS FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	20,256,500		-	-	20,256,500
Expenditures:					
Medical Benefits	19,918,717			88,958	20,007,675

Total amendment required for the encumbrance carried forward for vendor contracts

6400 WC SELF INSURANCE FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	1,741,664		-	-	1,741,664

Expenditures:					
Operations	1,338,385				1,338,385

CAPITAL IMPROVEMENT FUNDS (CIPF)

1100 CIPF - GENERAL FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	666,423		42,038,000		42,704,423
Expenditures:					
Projects	460,000	(486,093)	58,999,781	-	58,973,688

4110 - 4514 CO Bonds	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	-		-	-	-
Expenditures:					
CIP Projects	445,478		118,537,157	-	118,982,635

5110 CIPF - WATER & SEWER	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	3,000,000				3,000,000
Expenditures:					
Projects -W&S	2,500,000		17,096,636	-	19,596,636

COMPONENT UNIT FUNDS

3500 BAWA Oper	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	22,447,251		-		22,447,251
Expenditures:					
BAWA Oper	21,768,468		1,438,607	14,554	23,221,629

Total amendment required for the encumbrance carried forward for vendor contracts

3510- BAWA CIP	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	2,124,000		-		2,124,000
Expenditures:					
Projects - BAWA	2,044,000		5,130,204	-	7,174,204

This budget amendment is necessary to realign the FY26 CIP project budget with actual expenditures accrued in FY25.

3542 - 3543 BAWA - COs / SWIFT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	-		69,000,000	-	69,000,000

Expenditures:					
BAWA Projects	-		71,674,218	-	71,674,218

COMPONENT UNIT FUNDS (CONT'D)

3590 - BAWA DEBT SERVICE	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	5,410,219		1,314,807	-	6,725,026
Expenditures:					
BAWA Debt Service	5,410,219		1,314,807	-	6,725,026

Total amendment required for the encumbrance carried forward for engineering, construction management, and special services.

3100 - CRIME CONTROL & PREV DISTRICT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	2,593,794		-	-	2,593,794
Expenditures:					
CCPD (POLICE)	2,718,861		-	-	2,718,861

Total amendment required for the encumbrance carried forward for vendor contracts.

3200 - FIRE/EMS SPEC DISTRICT	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	2,678,448		-	-	2,678,448
Expenditures:					
FCPEMSD (FIRE)	3,988,601	385,726	-	1,016,388	5,390,715

Total amendment required for the encumbrance carried forward for vendor contracts.

3300 - MUNICIPAL DEV. DIST. FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	9,228,367		-		9,228,367
Expenditures:					
MDD - ECONOMIC DEVELOPMENT (3011)	315,245				315,245
MDD - WASTEWATER (3170)	-		357,598		357,598
MDD DEBT RETIREMENTS (8004)	5,381,999				5,381,999
MUNICIPAL DEVELOPMENT DIST (MDD 7040)	3,496,000			79,920	3,575,920
Totals	9,193,245		357,598	79,920	9,630,762

Total amendment required for the encumbrance carried forward for vendor contracts

3400 TAX INCREM. REINVEST	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	3,165,161		-	125,000	3,290,161
Expenditures:					
Tax Increment Reinvestment Zone	3,112,271		-	43,786	3,156,057

Total amendment required for the encumbrance carried forward for vendor contracts and operational adjustments

3441 TAX INCREM. REINVEST 2024 CO	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	-		-		-
Expenditures:					
CIP Project	-		7,043,350	-	7,043,350

Total amendment required for the encumbrance carried forward for engineering, construction management, and special services.

SPECIAL REVENUE FUNDS

2100 BAYTOWN NATURE CENTER FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	227,775				227,775
Expenditures:					
Baytown Nature Center	239,505		53,000	230,589	523,094

Total amendment required for the encumbrance carried forward for vendor contracts

2200 P E G FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	111,540		-	-	111,540
Expenditures:					
P E G	121,773			339,942	461,715

Total amendment required for the encumbrance carried forward for departmental items.

2300 - 2301 POLICE FEDERAL AND STATE FORFEITURES FUNDS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	85,365		-	21,704	107,069
Expenditures:					
Federal Forfeitures	25,000		-	16,067	41,067
State Forfeitures	53,000		-		53,000
Totals	78,000		-	16,067	94,067

Total amendment required for operational transfers.

2310 POLICE ACADEMY FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	45,000			-	45,000
Expenditures:					
Firing Range (2011)	55,000		-	-	55,000
Canine (2103)	30,000		-	-	30,000
Leose (2104)	25,000			8,197	33,197
Totals	110,000		-	8,197	118,197

2500 LIBRARY SPECIAL FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	17,500		-	-	17,500
Expenditures:					
Lib Special Rev Fund	21,500		-	-	21,500

SPECIAL REVENUE FUNDS (CONT'D)

2600 MUNICIPAL COURT SPECIAL REVENUE FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	143,762		-	-	143,762
Expenditures:					
Municipal Court Programs	129,916		-	-	129,916

2700 PARKS & REC FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	50,000		182,000	(102,000)	130,000
Expenditures:					
Be Well Baytown (5101)	10,000		364,524		374,524
Summer Track (5102)	20,000		-		20,000
Gift of Trees (5104)	20,000		-		20,000
Recreation Programs (5105)	-		55,000	25,000	80,000
Totals	**50,000**		**419,524**	**25,000**	**494,524**

Total amendment required for operational transfers and adjustments.

2705 PARKS AND REC SPECIAL FUND	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	18,750,000	-	-	-	18,750,000
Expenditures:					
Spec Fund -Golf (5010)	9,926	-	-	-	9,926
Spec Fund -Sports (5011)	12,861,859		18,750,000	641,694	32,253,553
Totals	**12,871,785**	**-**	**18,750,000**	**641,694**	**32,263,479**

Total amendment required for the encumbrance carried forward for departmental items.

2720 - 2730 WETLANDS EDUCATION AND RECREATION CENTER FUNDS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	322,148	-	-	-	322,148
Expenditures:					
Wetlands Ops	214,059	-	-	-	214,059
Wetlands Special Projects	208,560	-	-	-	208,560
Totals	**422,619**	**-**	**-**	**-**	**422,619**

2800 STREETS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	5,576,402		-	-	5,576,402
Expenditures:					
Operations - Street Maintenance	11,803,982		-	503,096	12,307,078

Total amendment required for the encumbrance carried forward for departmental items.

SPECIAL REVENUE FUNDS (CONT'D)

7102 CDBG	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	898,686		-	10,000	908,686
Expenditures:					
Community Development	898,686		-	10,000	908,686

Total amendment based on awarded grant and carry forward.

7103 CDBG - Mitigation	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	-		2,686,900	-	2,686,900
Expenditures:	-				
CDBG- Mit grant			2,686,900	-	2,686,900

7104 Hazmat / EMS	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	153,000		-	-	153,000
Expenditures:					
Fire expenses	191,481		-	-	191,481

Total amendment based on awarded grant.

7105 Homeland Sec PD	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	1,137,207		-	-	1,137,207
Expenditures:					
PD Expenses	907,196		-	-	907,196

Total amendment based on awarded grant.

7108 HIDTA	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	1,412,618		-	1,030,452	2,443,070
Expenditures:					
HIDTA program	1,412,618		-	1,030,452	2,443,070

Total amendment includes carryover from current and prior years based on awarded grants.

7501 Odd & Agency Trust Fund	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	900,000		-	-	900,000
Expenditures:					
Odd Trust	500,000		-	-	500,000

Total amendment based on awarded grant.

SPECIAL REVENUE FUNDS (CONT'D)

7106 JAG	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues					-
Expenditures:					
JAG grant	-				-

Total amendment based on awarded grant modifications.

7201 SEP	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	72,706		-	-	72,706
Expenditures:					
SEP grant	72,000		-	-	72,000

Total amendment based on awarded grant.

All Other Special Funds	FY26 Adopted Budget	Individually Approved BUA	Budget Amendment Q1	Proposed Budget Amendment Q2	FY26 Total Adjusted Budget
Revenues	8,055,367		20,995	(2,287,888)	5,788,474
Expenditures:					
All Other Special Funds	9,483,119		20,995	825,905	10,330,019

Total amendment required for operational adjustments and the encumbrance carried forward for departmental items.

CITY COUNCIL MEETING 8. b.

Meeting Date: 06/25/2026
Subject: Light Towing And Storage Services
Prepared for: John Stringer, Police **Prepared by:** Kenya Small, Finance
Department: Police

Information

ITEM

Consider an ordinance authorizing the award of the Light Towing and Storage Services for Baytown Wrecker Service Inc.and Lindsey's Automotive LLC.

PREFACE

Consider an ordinance authorizing the award of Light Towing and Storage Services for Baytown Wrecker Service Inc.and Lindsey's Automotive LLC. The City of Baytown advertised bids for state-licensed towing service companies to provide light duty towing and storage services for tows authorized by the Baytown Police Department. The invitation to bid was advertised for two weeks and a pre-bid meeting was held May 8, 2026. On May 18, 2026, the City opened two bids. The City evaluated the bids, including the proposed charges and experience, and determined that the bidders are Baytown Towing and Lindsey's Automotive LLC, who can provide services to meet the needs of the City.

Fiscal Impact

Fiscal Year: 2026
Acct Code: none
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N: y
Amount Needed:
Fiscal Impact (Additional Information):

Attachments

Affidavit of Ownership-Lindsey

CITY COUNCIL MEETING 8. c.

Meeting Date: 06/25/2026
Subject: Consider amending the Mobile Food Unit ordinance
Prepared for: Shawn Cochran, Health **Prepared by:** Francis Coronado, Health
Department: Health

Information

ITEM
Consider approval of an ordinance amending the Mobile Food Unit ordinance to align with House Bill 2844 and applicable state law.

PREFACE
This proposed ordinance will amend the Mobile Food Unit ordinance of the City of Baytown Code of Ordinance to align with House Bill 2844 and applicable state law.

Fiscal Impact

Fiscal Year: 2026
Acct Code:
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N: N
Amount Needed: 0
Fiscal Impact (Additional Information):
There is no fiscal impact associated to this agenda item.

Attachments

Ord - Chapter 42 Mobile Food Establishments

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 42 “HEALTH AND SANITATION,” ARTICLE IV “FOOD AND FOOD SERVICE ESTABLISHMENTS,” DIVISION 1 “GENERALLY,” SECTION 42-153 “MOBILE FOOD ESTABLISHMENTS”; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

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

Section 1: That Chapter 42 "Health and Sanitation," Article IV "Food and Food Service Establishments," Division 1 "Generally," Section 42-153 "Mobile Food Establishments" of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 42—HEALTH AND SANITATION

…

ARTICLE IV. – FOOD AND FOOD SERVICE ESTABLISHMENTS

…

DIVISION 1. – GENERALLY

Sec. 42-153. – Mobile food establishments.

(a) *Authority.* Mobile food vendors are regulated, inspected and permitted by the Department of State Health Services exclusively.

(b) *Applicability of other sections.* All of the provisions of this article pertaining to food service establishments shall apply to the commissary or other fixed food service establishment from which food supplies are obtained.

(c) *Commissaries.*

(1) *Permitting of commissaries as food establishments.* A commissary servicing any mobile food unit, other than a restricted service mobile food unit shall be, an approved and permitted food establishment at which the mobile food unit is supplied with fresh water, emptied of waste water into a proper waste disposal system, and cleaned, including washing, rinsing, and sanitizing of those food-contact surfaces or items not capable of being immersed in the mobile food unit utensil-washing sink. A commissary shall acquire and maintain a valid food service permit and meet all requirements of this article including, but not limited to:

a. Maintenance of proper structures.

1. *General.*

A. Food establishments and all parts of the property used in connection with operations of the establishments shall be kept free of litter and items that are unnecessary to the operation or maintenance of the establishment, such as equipment that is nonfunctional or no longer in use.

B. The walking and driving surfaces of all exterior areas of food service establishments shall be surfaced with concrete or asphalt or with gravel or similar material effectively treated to facilitate maintenance and to minimize dust. These surfaces shall be graded to prevent pooling and kept free of litter.

C. Equipment and utensils not in current use shall be stored in a clean and sanitary condition or removed from the premises.

D. The traffic of unnecessary persons through the food preparation and utensil-washing areas is prohibited.

E. Employees and other persons such as delivery and maintenance persons entering the food preparation, food storage, and ware washing areas shall comply with food safety rules.

F. Exterior surfaces of buildings and mobile food units shall be of weather-resistant materials and shall comply with applicable laws.

G. The physical facilities shall be maintained in good repair.

2. *Living areas.* No operation of a food service establishment shall be conducted in a private home that does not meet all applicable requirements of this article, or in any room used as living or sleeping quarters. Food service operations shall be completely separated from any living or sleeping quarters by complete partitioning and solid, self-closing doors.

3. *Laundry facilities.*

A. Laundry facilities in a food service establishment shall be restricted to the washing and drying of linens, cloths, uniforms and aprons necessary to the operation of the food service establishment. If the items are laundered on the premises, an electric, gas, or steam dryer shall be provided and used.

B. Separate rooms shall be provided for laundry facilities except that laundry operations may be conducted in storage rooms containing only packaged foods or packaged single-service articles.

C. If on-premises laundering is limited to wiping cloths intended to be used moist, or if wiping cloths are air dried in a location and in a manner that prevents contamination of food, equipment, utensils, linens, single-use articles, single-service articles, and wiping cloths, then a mechanical clothes washer and dryer need not be provided.

4. *Linens and clothes storage.*

A. Clean linens shall be stored in a clean place and protected from contamination until used.

B. Soiled linens shall be stored in nonabsorbent containers or washable laundry bags until removed for laundering.

5. *Cleaning equipment storage.* Maintenance and cleaning tools such as brooms, mops, vacuum cleaners and similar equipment shall be maintained and stored in a way that does not contaminate food, utensils, equipment, single-use articles, single-service articles or linens and shall be stored in an orderly manner to facilitate the

cleaning of the storage location. After use, mops shall be placed in a position that allows them to air-dry without soiling walls, equipment, or supplies.

6. *Prohibiting animals.*

A. Except as specified in subsection (e)(3)a.6.B., live animals may not be allowed on the premises of a food service establishment.

B. Live animals may be allowed in the following situations if the contamination of food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles cannot result:

i. Edible fish or decorative fish in aquariums, shell fish or crustacea on ice or under refrigeration, and shellfish and crustacea in display tank systems;

ii. Patrol dogs accompanying police or security officers in offices and dining, sales, and storage areas, and sentry dogs running loose in outside fenced areas;

iii. In areas that are not used for food preparation and that are usually open for customers, such as dining and sales areas, service animals that are controlled by the individual with a disability, or service animals in training when accompanied by an approved trainer, if a health or safety hazard will not result from the presence or activities of the service animal;

iv. Pets in the common dining areas of institutional care facilities such as nursing homes, assisted living facilities, group homes, or residential care facilities at times other than during meals if:

[a] Effective partitioning and self-closing doors separate the common dining areas from food storage or food preparation areas;

[b] Condiments, equipment, and utensils are stored in enclosed cabinets or removed from the common dining areas when pets are present; and

[c] Dining areas including tables, counter tops, and similar surfaces are effectively cleaned before the next meal service; and

v. In areas that are not used for food preparation, storage, sales, display, or dining, in which there are caged animals or animals that are similarly confined, such as in a variety store that sells pets or a tourist park that displays animals.

C. Live or dead fish bait may be stored if contamination of food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles cannot result.

b. Issuance and maintenance of servicing records and maintenance of equipment pursuant to this section; and

c. Compliance with all other applicable rules and operational guidelines as may be promulgated by the regulatory authority.

(2) *Private residences.* Use of a private residence as a commissary is prohibited.

(3) *Commissary servicing area and operations.*

a. An enclosed service building separated from commissary operations shall be provided for supplying and maintaining mobile food units. The servicing area shall be at a location approved by the regulatory authority and constructed and operated in compliance with the requirements of this article. Fixed location mobile food units authorized under this article shall be stored in the servicing area except while in operation for food service and during transport to and from the service building.

b. Servicing operations.

1. Potable water-servicing equipment shall be stored and handled in a way that protects the water and equipment from contamination.

2. The mobile food unit liquid waste retention tank, where used, shall be thoroughly flushed and drained during the servicing operation. All liquid waste shall be discharged to a sanitary sewage disposal system. The flushing and draining area for liquid wastes shall be separate from the area used for loading and unloading of food and related supplies.

3. Vehicle cleaning and in-place cleaning of nonfood-contact surfaces of equipment not requiring sanitization shall be done with potable water and shall be done in a manner that will not contaminate the vehicle's food storage or food preparation areas or equipment. If hoses are used in the cleaning process, they shall be food-grade and kept off the floor or pavement, on racks or by other approved suitable means, and the system shall meet the following requirements:

A. *General.* Plumbing shall be sized, installed, and maintained according to applicable laws. There shall be no cross-connection between the potable water supply and any nonpotable or questionable water supply or any source of pollution through which the potable water supply might become contaminated.

B. *Nonpotable water system.* A nonpotable water system is permitted only for purposes such as air conditioning and fire protection and only if the system is installed according to all applicable laws and the nonpotable water does not contact, directly or indirectly, food, potable water, equipment that contacts food, or utensils. The piping of any nonpotable water system shall be durably identified so that it is readily distinguishable from piping that carries potable water.

C. *Backflow.* An air gap between the water supply inlet and the flood level rim of the plumbing fixture, equipment, or nonfood equipment shall be at least twice the diameter of the water supply inlet and may not be less than 25 mm (1 inch). A backflow or backsiphonage prevention device installed on a water supply system shall meet American Society of Sanitary Engineering (ASSE) standards for construction, installation, maintenance, inspection, and testing for that specific application and type of device. A backflow prevention device shall be located so that it can be serviced and maintained. A hose shall not be attached to a faucet unless a backflow prevent ion device is installed.

i. *Backflow prevention device, when required.* A plumbing system shall be installed to preclude backflow of a solid, liquid, or gas contaminant into the water supply system at each point of use at the

food establishment, including on a hose bib if a hose is attached or on a hose bib if a hose is not attached and backflow prevention is required by law by:

[a] Providing an air gap as specified in the introductory paragraph of this subsection; or

(b] Installing an approved backflow prevention device as specified in the introductory paragraph of this subsection.

ii. *Backflow prevention device, carbonator.*

[a] If not provided with an air gap as specified in the introductory paragraph of this subsection, a double check valve with an intermediate vent preceded by a screen of not less than 100 mesh to 25.4 mm (100 mesh to one inch) shall be installed upstream from a carbonating device and downstream from any copper in the water supply line.

[b] A single or double check valve attached to the carbonator need not be of the vented type if an air gap or vented backflow prevention device has been otherwise provided as specified in the introductory paragraph of this subsection.

D. *Grease traps.* Grease traps shall be located to be easily accessible for cleaning, operation, and maintenance. Grease traps shall be of a type and in a location approved by the regulatory authority and outside the establishment.

E. *Garbage grinders.* If used, garbage grinders shall be installed and maintained according to all applicable laws.

F. *Drains.* Except for existing properly trapped open sinks, there shall be no direct connection between the sewerage system and any drains originating from equipment in which food, portable equipment, or utensils are placed.

G. *Other liquid wastes and rainwater.* Condensate drainage and other nonsewage liquids and rainwater shall be drained from point of discharge to disposal according to law.

All cleaning areas shall be paved with a smooth surface of nonabsorbent material such as concrete or machine-laid asphalt, which is sloped to drain toward an approved catch basin or floor drain where the liquid waste can be disposed of in a sanitary sewage disposal system.

4. The use of liquid waste transport vehicles, otherwise known as vacuum trucks, for the removal and disposal of liquid waste resulting from mobile food unit operations is prohibited.

5. Servicing operations may be performed by the commissary operator or by the mobile food unit operator. It shall be the commissary operator's responsibility to observe or perform servicing on each mobile food unit and properly complete a servicing record as prescribed by the regulatory authority. It is the responsibility of the mobile food unit operator to confirm that the requirements of this section are fulfilled prior to resuming operations.

(f) *Compliance; approval of regulatory authority.* The commissary or other fixed food service establishment, used as a base of operation for mobile food establishments, shall be constructed and operated in compliance with the requirements of this article and the regulatory authority.

(g) *Enforcement.* Failure by a commissary to comply with the requirements set forth in this article or rules promulgated by the regulatory authority shall be unlawful and may result in one or more of the following penalties:

(1) Immediate cessation of operations;

(2) The suspension or revocation of the food dealer's permit for that commissary pursuant to sections 42-185 and 42-186 of this Code;

(3) Criminal penalties punishable upon conviction as provided in section 1-14; and

(4) The filing of a suit in district court by the city attorney to enjoin a food service establishment from operating without a permit or a permit if a permit or permit is required.

Section 2: 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 3: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or set of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 4: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine in an amount of not more than TWO THOUSAND DOLLARS AND NO/100 DOLLARS ($2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

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CITY COUNCIL MEETING 8. d.

Meeting Date: 06/25/2026

Subject: Consider an ordinance approving an agreement between City of Baytown and Native Construction for the removal and disposal of derelict fishing piers and construction of four new fishing piers at the Baytown Nature Center.

Prepared for: Tracey Prothro, Parks and Recreation

Prepared by: Tracey Prothro, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider an ordinance approving an agreement between City of Baytown and Native Construction for the removal and disposal of derelict fishing piers and construction of four new fishing piers at the Baytown Nature Center.

PREFACE

This proposed ordinance authorizes an agreement between City of Baytown and Native Construction for removal and disposal of four fishing piers destroyed during Hurricane Beryl in 2024. Native Construction will then rebuild the four piers. Funding is provided through FEMA payout and reallocation of excess funds from CIP projects.

Project includes demolition and removal or derelict pier materials, complete re-design and rebuild for four new piers at the Baytown Nature Center. Total cost for the project is $569,865.00

Fiscal Impact

Fiscal Year: 2026

Acct Code: Multiple

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

Funds Budgeted Y/N: Y

Amount Needed: $569,865.00

Fiscal Impact (Additional Information):

PARK2503 $388,000.00 from excess CIP funds

Remainder of the balance to be paid from Baytown Nature Center fund balance, to be reimbursed by FEMA $181,865.00.

Attachments

Ordinance Authorizing Construction Services with Native Construction for the Baytown Nature Center Piers
Affidavit of Ownership
Native Construction Agreement
Native Construction Exhibit A
Native Construction BuyBoard
Nataive Construction BuyBoard 2
Vendor Setup Form
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT OF FIVE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 00/100 DOLLARS ($569,865.00) TO NATIVE CONSTRUCTION FOR THE PURCHASE OF REMOVAL AND DISPOSAL OF DERELICT PILINGS AND RECONSTRUCTION OF NEW PIERS SERVICES FOR THE BAYTOWN NATURE CENTER THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #728-24; 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 BuyBoard 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 contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the items and services referenced herein; 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 in the amount of FIVE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 00/100 DOLLARS ($569,865.00) to Native Construction for the purchase of removal and disposal of derelict pilings and reconstruction of new piers services for the Baytown Nature Center through The Purchasing Cooperative BuyBoard Program, Contract #728-24.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the Supplemental Agreement for the Removal and Disposal of Derelict Pilings and Reconstruction of New Piers Services. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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 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 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

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Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF Texas §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared John Edward Lee **[FULL NAME]** (hereinafter "Affiant"), President **[STATE TITLE/CAPACITY WITH CONTRACTING ENTITY]** of Native Construction **[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]** ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with City Of Baytown fishing pier removal and reconstruction **[DESCRIBE PROJECT OR MATTER]** which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
☐ SOLE PROPRIETORSHIP	☐ NON-PROFIT CORPORATION
☐ CORPORATION	☐ UNINCORPORATED ASSN.
☐ PARTNERSHIP	
☐ LIMITED PARTNERSHIP	
☐ JOINT VENTURE	
☑ LIMITED LIABILITY COMPANY	
☐ OTHER (Specify type in space below):	

_____

_____

_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES. LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: Native Construction

Business Address [NO./STREET] 1221 W Campbell rd ste 203

[CITY/STATE/ZIP CODE] Richardson, Texas, 75080

Telephone Number (713) 947 2422

Email Address [OPTIONAL] john.lee@native-construction.com

Residence Address [NO./STREET] 1221 W Campbell rd ste 203

[CITY/STATE/ZIP CODE] Richardson, Texas, 75080

Telephone Number [OPTIONAL] (713) 947 2422

Email Address [OPTIONAL] john.lee@native-construction.com

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information
Contracting Entity and/or
_____ [NAME OF

Orig. Dept.: _____ File/I.D. No.: _____

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 24 day of April, 2024

(Seal)

SANDRA CHEN
Notary ID #135508097
My Commission Expires
April 24, 2029

_____
Notary Public in and for the State of _____

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

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SUPPLEMENTAL AGREEMENT FOR REMOVAL AND DISPOSAL OF DERELICT PILINGS AND RECONSTRUCTION OF NEW PIERS AT BAYTOWN NATURE CENTER SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Native Construction (hereinafter "Vendor") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. **Scope of Services/Vendor Fees**

a. This Agreement authorizes Vendor to perform Removal and Disposal of Derelict Pilings and Reconstruction of New Piers services for four fishing piers at the Baytown Nature Center in Baytown, Texas (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."

b. This agreement is a supplemental agreement to BuyBoard Contract No. 728-24

c. 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.

d. The scope of the Work is detailed in Exhibit "A."

e. Exhibit "A" is incorporated into this Agreement by reference for all purposes.

2. **Compensation and Fees**

a. The City shall pay the Vendor based upon detailed invoices submitted by the Vendor based upon the following:

i. Demolition & labor to remove damaged pier ..$(see attached Exhibit A).Cents
ii. Install new pilings for 4 piers and build piers ..$(see attached Exhibit A).Cents
iii. Debris loaded into containers for removal.....$(see attached Exhibit A).Cents

iv. Description of work or services ..... $Dollar Amount.Cents
v. Description of work or services ..... $Dollar Amount.Cents
vi. **Total Not to Exceed**.....**$569,865.00Cents**

b. If this Agreement allows for annual renewals, Compensation and Fees ☐ shall / ☐ shall not increase annually based upon year-to-year changes in the Consumer Price Index Urban ("CPIU"). CPIU increases under this agreement shall be adjusted to reflect the CPIU sixty-four (64) days prior to the effective date of the renewed contract. Vendor understands and agrees that CPIU increases under this Agreement are not automatic. Vendor shall not be entitled to a CPIU increase unless, at least sixty-four (64) days prior to the effective date of each renewed contract, Vendor notifies the City, in writing in accordance with Paragraph 1(b), of its desire to obtain a CPIU increase.

c. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.

d. Vendor 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. Vendor 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 Vendor's invoice being denied.

e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 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 Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

a. Vendor's Project Manager
Vendor shall designate John Edward Lee, 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. Data on Vendor's Employees
Prior to commencement of the Work, Vendor shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

d. Rejection of Vendor's Employees
The City reserves the right to approve or reject from the Work any employees of Vendor.

4. Designation and Duties of the City's Representative

a. The Director of Parks, Recreation and Tourism Deparment or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his/her best efforts to provide nonconfidential City records for Vendor's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Vendor 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. Vendor shall perform all services under this Agreement with the care and skill ordinarily used by members of Vendor's profession practicing under the same or similar circumstances, time and locality. Opinion of probable costs shall be based upon the Vendor's experience and represent its best judgment as an experienced and skilled practitioner. Each submittal of opinion of probable cost shall be commensurate with the project design.

Vendor shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Vendor 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 Vendor 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. Vendor shall state the alternative codes and regulations used.

iv. Vendor agrees the services it provides as an experienced and qualified general contractor and construction firm will reflect the professional standards, procedures and performances common in the industry for this project. Vendor 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 Agreement will be pursuant to the standard of performance common in the profession.

v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor 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

Vendor shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

7. Insurance

Vendor 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 Vendor, its agents, representatives, volunteers, employees or subcontractors.

a. Vendor'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 Vendor's insurance and shall not contribute to it. Further, Vendor shall include all subcontractors, 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 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 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 Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

ix. **Payment and Performance Bond**

a. Vendor shall execute a payment bond and a performance in an amount of 100% of the contract price in relation to the Work to be completed under the terms of this agreement, in accordance with Texas Government Code Chapter 2253. The work authorized by this Agreement shall not commence unless and until the City receives from the Vendor an executed payment bond and an execute performance bond. The executed payment and performance bonds shall be attached hereto as Exhibit "B" and "C" respectively, and incorporated herein.

8. Indemnification and Release

VENDOR 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 VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, 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 THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE VENDOR'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 VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR 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 Agreement 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. Vendor 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 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.

9. Subcontractors

Vendor shall receive written approval of the City's Representative prior to the use of any subcontractors. A copy of all proposed contracts with subcontractors shall be given to the City before execution of such contracts.

10. Termination of Vendor

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 Vendor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Vendor 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 Vendor 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 Vendor;
(d) the dissolution of Vendor;
(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 the 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, Vendor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Vendor 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, Vendor shall also tender to the City's Representative all of Vendor'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 Vendor 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, Vendor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Vendor'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 Vendor

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

13. Billing

The City 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 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. Vendor 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 Vendor and/or its subcontractors perform the services or incur the expense. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

14. 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.

15. 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 City of Baytown;
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 City of Baytown; 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.

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 Vendor:

NATIVE CONSTRUCTION
Attn: John Edward Lee
1221 W Campbell Rd, Ste 203
Richardson, Texas 75080

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 Vendor and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Vendor's performance of its services hereunder, and no right to assert a claim against Vendor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Vendor's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Vendor hereby agree that no claim or dispute between the City 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 the City 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 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

Vendor has been awarded a contract through BuyBoard for products and services (contract number 728-24) of which the City is a member in good standing. The services to be performed in connection with this Agreement are covered by BuyBoard 728-24, which is incorporated into this Agreement by reference for all purposes, except that, in the event of any conflict between BuyBoard 728-24 and this Agreement, this Agreement shall control.

This Agreement, inclusive of BuyBoard 728-24 represents the entire and integrated Agreement between the City 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. The City and Vendor accept and agree to these terms.

22. 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 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

JASON E. REYNOLDS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

VENDOR:

NATIVE CONSTRUCTION

John Lee (Jun 11, 2026 16:14:50 GMT+2)

(Signature)

John Lee

(Printed Name)

President

(Title)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me on this day personally appeared John Lee, in his/her capacity as President, on behalf of Native Construction,

☒ 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 11 day of June, 2026.

Notary Public in and for the State of Texas

SANDRA CHEN
Notary ID #135508097
My Commission Expires
April 24, 2029

2026

EXHIBIT A

Native
Construction

John Lee

Baytown Parks Department

Removal and Disposal of Derelict Pilings and Reconstruction of New Piers at Baytownpril Nature Center

Composite Deck Panels & Simple Rebar Railing Components W/Heavy Full-Demensional 2.5CCA New Round Pilings

Revision "E" April 21, 2026

Buyboard Contract #728-24

Customer: Baytown Parks Department
Address: 2407 Market Street
Baytown, TX 77520

Phone: office 281-420-6593 email: cornell.gordon@baytown.org

Baytown Nature Center – Hurricane Damage - FEMA

Removal and Disposal of Derelict Pilings and Reconstruction of New Piers

Includes all Composite Deck & Rebar Railing (March 25TH 2026)

Projects to be fully FEMA compliant throughout

1221 W Campbell Rd, Ste. 203,
Richardson, Texas 75080
719-947-2422 John Lee

Current Revision "E" Date: 4/21/2026

Project Address: 6211 Bayway Dr.
Baytown, Texas 77520

1.) **Main Fishing Pier – Complete Re-Design/Upgrade/Rebuild to New Design** (see attached)**:**
Same Footprint W/Buttress Wall & Re-Designed Terminal End & Roof

a. **See New Pier Design Drawing #1 RB**: (complete redesign/rebuild)
b. New design completed 3-12-2026 showing larger deck space within the same original footprint to create a friendlier space for family use with metal roof away from outer perimeter to enable safe casting without endangering families underneath sunroof area. New design eliminates wasted space, has new handrail design, higher roof, and benches along shoreline side. Install with composite Safe Step decking & SS Cable with new composite handrails per National Code – Total new coverage 1,968 sq. ft.
c. Important Note: There is a large amount of displaced broken concrete installed in 2011, some of which must be removed to enable the clean installation of new pier pilings.
d. Displaced concrete riprap was installed within original permitted location for fish and seagrass promotion structure per **USACE permit SWG2009-00910** (price for relocation of rip rap concrete not included in pier proposal, see: Estimated Rip Rap Relocation Cost – Item Number 7).
e. Remove and/or re-drive existing heavy 2.5CCA 9" top round piles to ensure no future sag or drift is possible. Any pilings not passing close inspection or that are soft-driven and prone to movement will be removed & replaced. (see new design for L-Head)
f. Install new lower structure and substructure design* – .60CCA 3x8 full-dimensional timber stringers and crossties throughout on composite-deck require spacing of 18" maximum. Hardware to be 3/4" HDGS bolts, throughout the substructural system.
g. Install New Sure Step composite pier deck panels with densely patterned, engineered stainless steel screw pattern throughout.
h. New Rebar handrail design to feature Epoxy Coated Rebar Railing on 3" centers through the extended pilings to 42" above the deck, w/20% lowered wheelchair access fishing areas @ 34" above deck as shown on new pier design drawings
i. Extend L-head roof pilings. Bolt new 648 sq. ft. timber structure to extended timber piles as shown on pier installation details, for the new 26 ga. Galvalume metal sunroof. **Metal Roof** = 648 sq. ft
j. Provide roughly 30 feet of chairback seating where shown on pier detail drawing. and add new deck & roof structure and piles above deck level to ensure
k. Demolition & Labor to Load-up into City Supplied Dumpsters Included*

2.) **San Jacinto Point Fishing Pier #2:** 8' wide x 165' w/12'x 24' Terminal T-Head:

a. **New Pier Design Adds Metal Roof**: (complete redesign/rebuild)
b. New design completed 3-12-2026 showing larger deck space within the same original footprint to create a friendlier space for family use with metal roof away from outer perimeter to enable safe casting without endangering families underneath sunroof area. New design eliminates wasted space, has new handrail design, higher roof, and benches along shoreline side. Install with composite Safe Step decking & SS Cable with new composite handrails per National Code – Total new coverage 1,408 sq. ft.

c. Important Note: There is a large amount of displaced broken concrete installed in 2011, some of which must be removed to enable the clean installation of new pier pilings. If the concrete is replaced up against the new pilings significant damage may occur from storm and ship wake erosion when the concrete rubs against the new piles:
d. Remove and/or re-drive existing heavy 2.5CCA 8" round piles to ensure no future sag or drift is possible. Any pilings not passing close inspection will be removed & replaced.
e. Install new Lower Structure* – .60CCA 3x8 full-dimensional timber stringers and crossties throughout on composite-deck require spacing of 18" maximum. Hardware to be 3/4" HDGS bolts, throughout the substructural system.
f. Install New Sure Step composite pier deck panels with densely patterned, engineered stainless steel screw pattern throughout.
g. New Rebar handrail design to feature Epoxy Coated Rebar Railing on 3" centers through the extended pilings to 42" above the deck, w/20% lowered wheelchair access fishing areas @ 34" above deck as shown on new pier design drawings
h. Install T-head pilings 14' above deck for roof. Bolt new 540 sq. ft. timber roof structure to extended timber piles as shown on pier installation details, for 26 ga. Galvalume metal sunroof.
Metal Roof = 540 sq. ft
i. Demolition & Labor to Load-up into City Supplied Dumpsters Included*

3.) **Fishing Pier #3** – 10'x 80'

a. Demolish all leftover Pier Components
b. Remove all pilings possible, leave balance for fish structure under pier footprint..
c. Important Note: There is a large amount of displaced broken concrete installed in 2011, some of which must be removed to enable the clean installation of new pier pilings. If the concrete is replaced up against the new pilings significant damage may occur from storm and ship wake erosion when the concrete rubs against the new piles:
d. Drive New 2.5CCA Piles: roughly the same footprint as the old pier, per USACE permit.
e. Install new Lower Structure* – .60CCA 3x8 full-dimensional timbers and crossties throughout on composite-deck require spacing of 18" maximum. Hardware to be 3/4" HDGS bolts, throughout the substructural system.
f. Install New Sure Step composite pier deck panels using a densely patterned stainless steel engineered screw pattern throughout. New pier to be 800 sq. ft.
g. New Rebar handrail design to feature Epoxy Coated Rebar Railing on 3" centers through the extended pilings to 42" above the deck, w/20% lowered wheelchair access fishing areas @ 34" above deck as shown on new pier design drawings
h. Demolition & Labor to Load-up into City Supplied Dumpsters Included*

4.) **Fishing Pier #4** – 10'x 80'

a. Demolish all leftover Pier Components
b. Remove all pilings possible, leave balance for fish structure under pier footprint.
c. Important Note: There is a large amount of displaced broken concrete installed in 2011, some of which must be removed to enable the clean installation of new pier pilings. If the concrete is replaced up against the new pilings significant damage may occur from storm and ship wake erosion when the concrete rubs against the new piles:
d. Drive New 2.5CCA Piles: roughly the same footprint as the old pier, per USACE permit.
e. Install new Lower Structure* – .60CCA 3x8 full-dimensional timbers and crossties throughout on composite-deck require spacing of 18" maximum. Hardware to be 3/4" HDGS bolts, throughout the substructural system.

f. Install New Sure Step composite pier deck panels using a densely patterned stainless steel engineered screw pattern throughout. New pier to be 800 sq. ft.
g. New Rebar handrail design to feature Epoxy Coated Rebar Railing on 3" centers through the extended pilings to 42" above the deck, w/20% lowered wheelchair access fishing areas @ 34" above deck as shown on new pier design drawings
h. Demolition & Labor to Load-up into City Supplied Dumpsters Included*

Nature Center Park Peninsula – Bayway Drive – Additional Land Repairs:

5.) **Theater Roof Replacement/Upgrade to Metal Roof:**
a. Remove Damaged Shingles & Underlay, Reuse Plywood Deck Structure
b. Install New Felt & 26 Ga. AG Panel Roof Metal: 520 sq. ft. 1.5" Wood Screws
c. Trim W/Custom Folded Ridge & Corner Rake – 1" Stitch Screws
d. Repair All Damaged Floor/Deck, Steps & Damaged Edge Trim
e. Demolition & Labor to Load-up into City Supplied Dumpsters Included*

CONSTRUCTION SPECIFICATIONS CHANGE/UPGRADE: All information shown in green text has been upgraded to composite deck components & Sure Step perforated composite deck panels w/epoxy coated rebar railings.

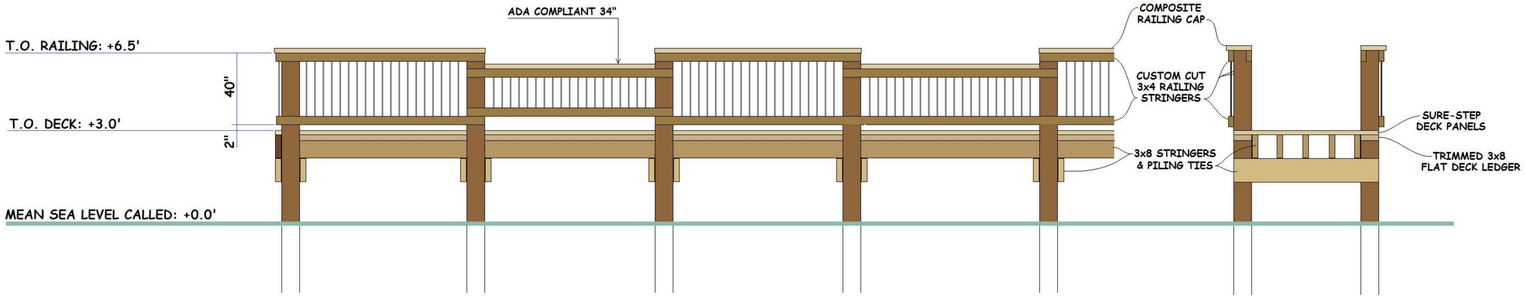
CRUSHED CONCRETE RIPRAP REMOVAL: Shown in red text for clarity. This must be performed at highest tide if possible, so removal can be carried out properly and safely. Will require excavator working off sectional barges to relocate larger material so a minimum of 15" of water depth will be required throughout to enable use of the proper machinery. Existing crushed concrete and asphalt debris may also need to be relocated to create a pathway for the demolition & piledriving equipment.

GRAND TOTAL PRICE FOR ALL PROJECTS AS DESCRIBED*: $569,865.00

***Prices for Each Pier Include Demolition & Labor to Load up Debris into City Supplied Containers. We will also pull aside salvageable materials to use for the retaining walls if the piles and timbers from demolition of piers are deemed viable and approved for re-use by park management.**

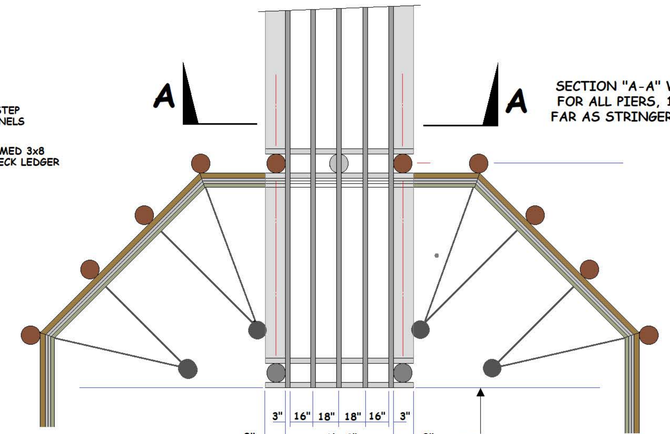
Inclusions / Exclusions:

This proposal exclusively includes items, activities, scope, and materials described above. Anything not expressly detailed within this proposal is excluded from the pricing.



ELEVATION VIEW - ALL NEW FISHING PIERS

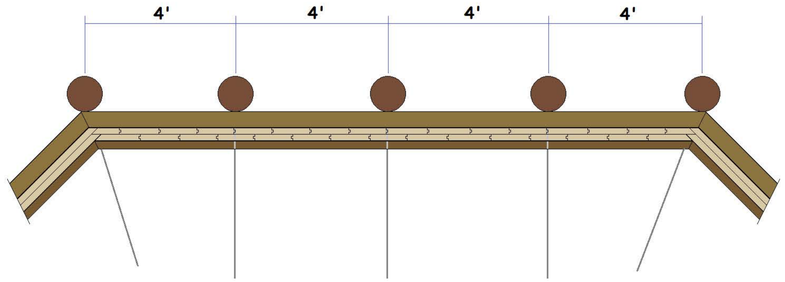
SECTION "A-A"



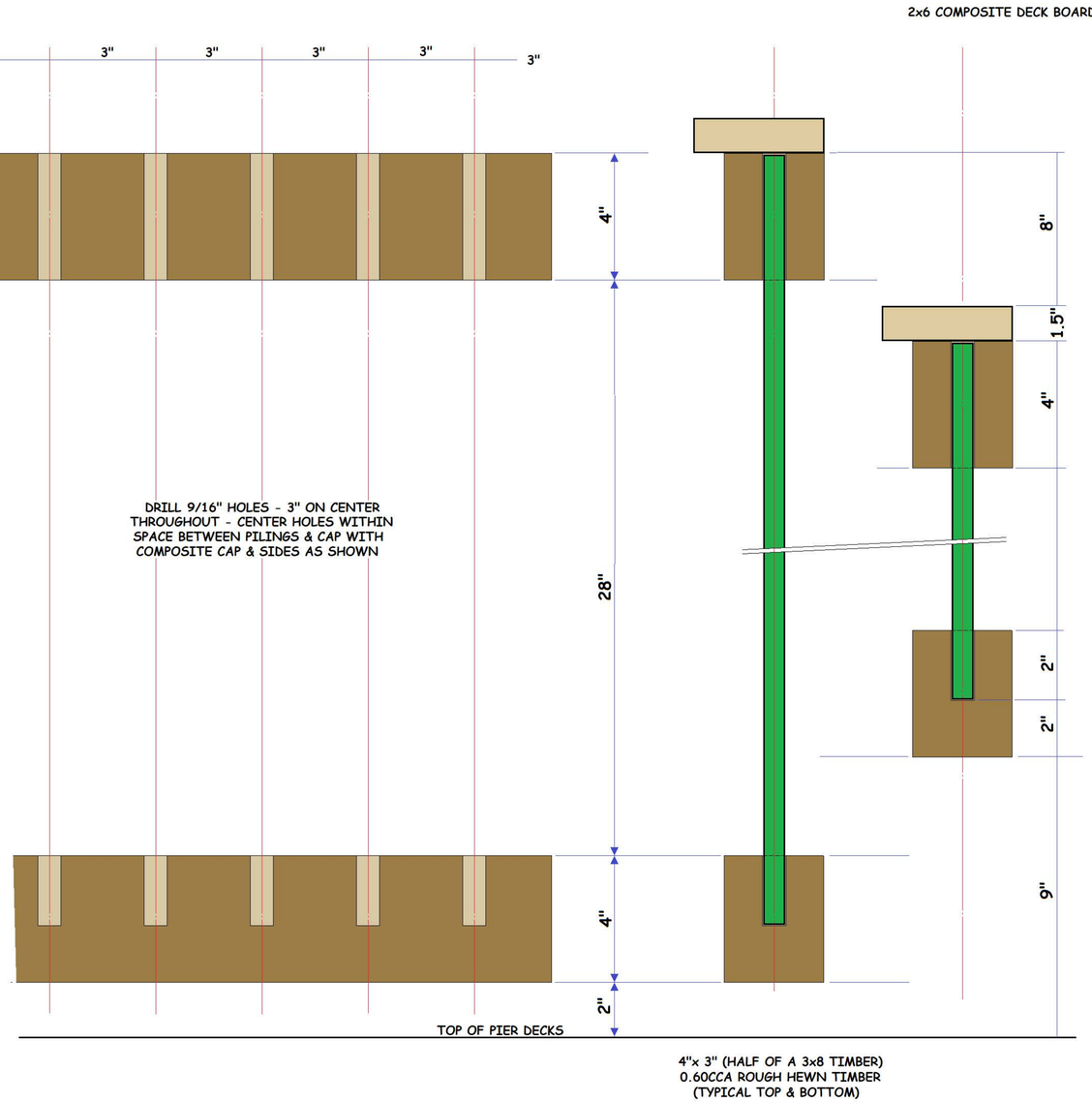
SECTION "A-A" WILL BE TYPICAL FOR ALL PIERS, 1 THROUGH 4 AS FAR AS STRINGERS AND PILE TIES

FIELD-RUN BUTTRESS/RETAINING WALLS TO GRADE TO PREVENT EROSION COVER SELECT FILL BEHIND NEW WALLS WITH EROSION CLOTH AND COVER WITH CRUSHED LIMESTONE OR CLEAN CRUSHED CONCRETE TO STOP STORM-BORN WAVE-WASH

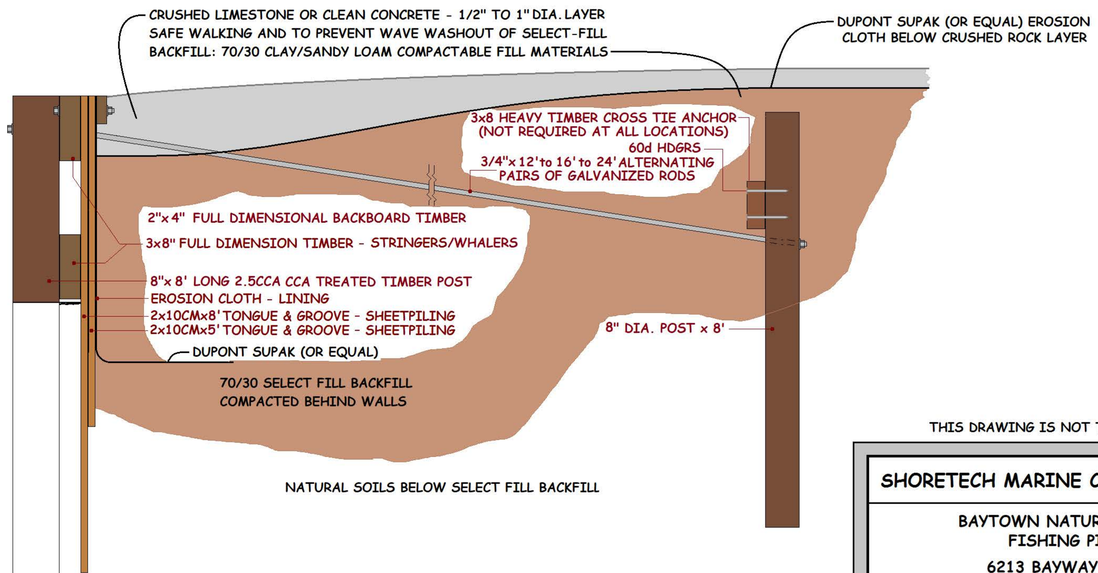
RETAINING WALL:
3x8 STRINGERS &
8" ROUND POSTS
2x10CM SHEETPILING



PLAN VIEW OF BUTTRESS/RETAINING WALLS
SHOWING TIEBACK RODS TO ANCHOR POSTS



ELEVATIONAL DETAIL OF SAFETY HANDRAILS FABRICATION
WAVE RESISTANT & OPEN VIEW HANDRAILING SYSTEM - CODE COMPLIANT



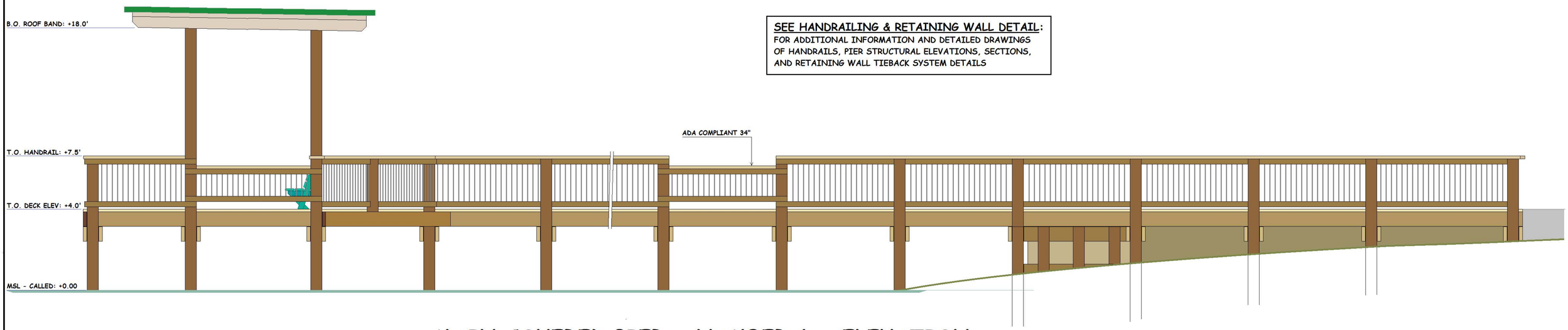
SECTIONAL VIEW OF BUTTRESS/RETAINING WALLS
BUILT UNDERNEATH NEW PIERS WHERE DESIGNATED

THIS DRAWING IS NOT TO EXACT SCALE

SHORETECH MARINE CONSULTING LLC

BAYTOWN NATURE CENTER
FISHING PIERS
6213 BAYWAY DRIVE
BAYTOWN, TEXAS 77520

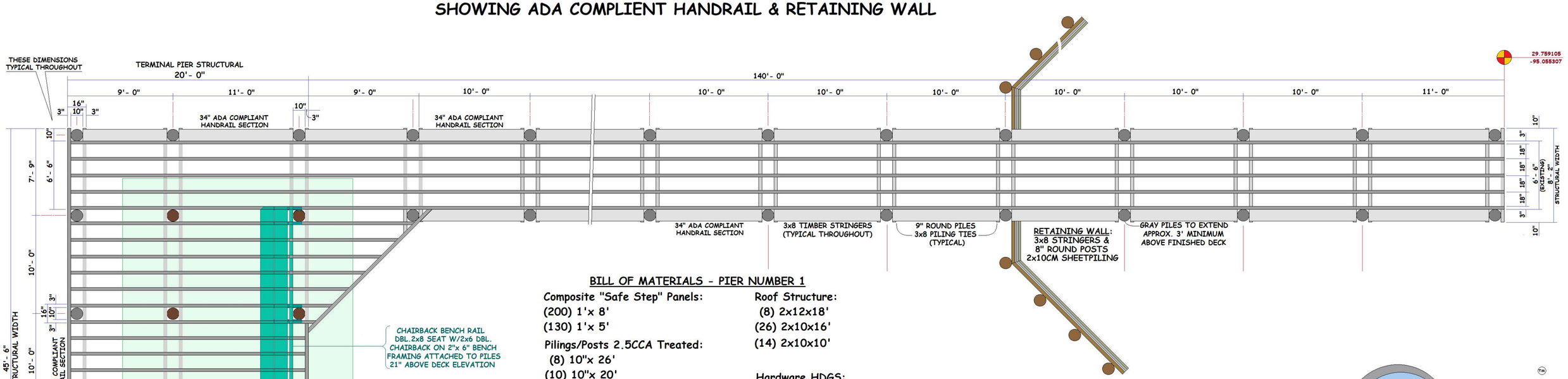
SHORETECH MARINE CONSULTING	BASIC LAYOUT - DESIGN
DAVE THOMSON - MARINE DESIGN 936-662-5100 dave@ravenaudio.com	DAVE THOMSON - MARINE DRAFTER



SEE HANDRAILING & RETAINING WALL DETAIL:
FOR ADDITIONAL INFORMATION AND DETAILED DRAWINGS OF HANDRAILS, PIER STRUCTURAL ELEVATIONS, SECTIONS, AND RETAINING WALL TIEBACK SYSTEM DETAILS

MAIN COVERED PIER - NUMBER 1 - ELEVATION

SHOWING ADA COMPLIENT HANDRAIL & RETAINING WALL



BILL OF MATERIALS - PIER NUMBER 1

Composite "Safe Step" Panels:
(200) 1'x 8'
(130) 1'x 5'

Pilings/Posts 2.5CCA Treated:
(8) 10"x 26'
(10) 10"x 20'
(10) 10"x 18'
(10) 10"x 16'
(10) 10"x 14'
(16) 8"x 10'

Structural Stringers/Joists:
(100) 3"x 8"x 20'
(36) 3"x 8"x 16'

Handrailing Components:
(80) 3"x 4"x 12' Timber Stringer
(50) 3"x 4"x 20' Timber Stringer
(30) 3"x 4"x 10' Timber Stringer

Roof Structure:
(8) 2x12x18'
(26) 2x10x16'
(14) 2x10x10'

Hardware HDGS:
(300) 3/4"x 18" Bolts
(650) 3/4"x 1/4"x 3"D Washers
(650) 3/4" Nuts
(50) 3/4"x 15" Bolts
(50#) 6" Flat-Head 40T Hex-drive Ceramic Coated Timber Screw

Hardware Stainless Steel:
(?) Screws for Sure-Step Deck Panels
(50#) 20d SS Ring Shank Nails

(1 Roll) Erosion Cloth

Safety Railing Posts:
(14) 6x6x8'

Chairback Bench Seats:
(2) 2x8x20' (3) 2x6x20'
(2) 2x8x12' (3) 2x6x12'
(4) 2x4x16' Rough Full-Dim. Timbers

Shoretech Marine Consulting LLC™

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THIS DRAWING IS NOT TO EXACT SCALE

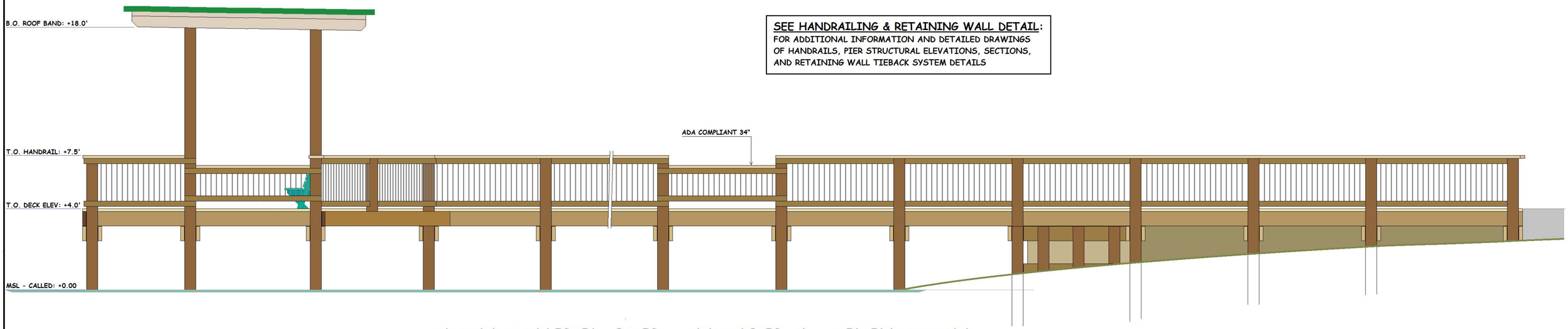
MAIN COVERED FISHING PIER - NUMBER 1

RE-DESIGNED AS A MORE FAMILY-FRIENDLY FACILITY

SHORETECH MARINE CONSULTING LLC

BAYTOWN NATURE CENTER
MAIN COVERED FISHING PIER
6213 BAYWAY DRIVE
BAYTOWN, TEXAS 77520

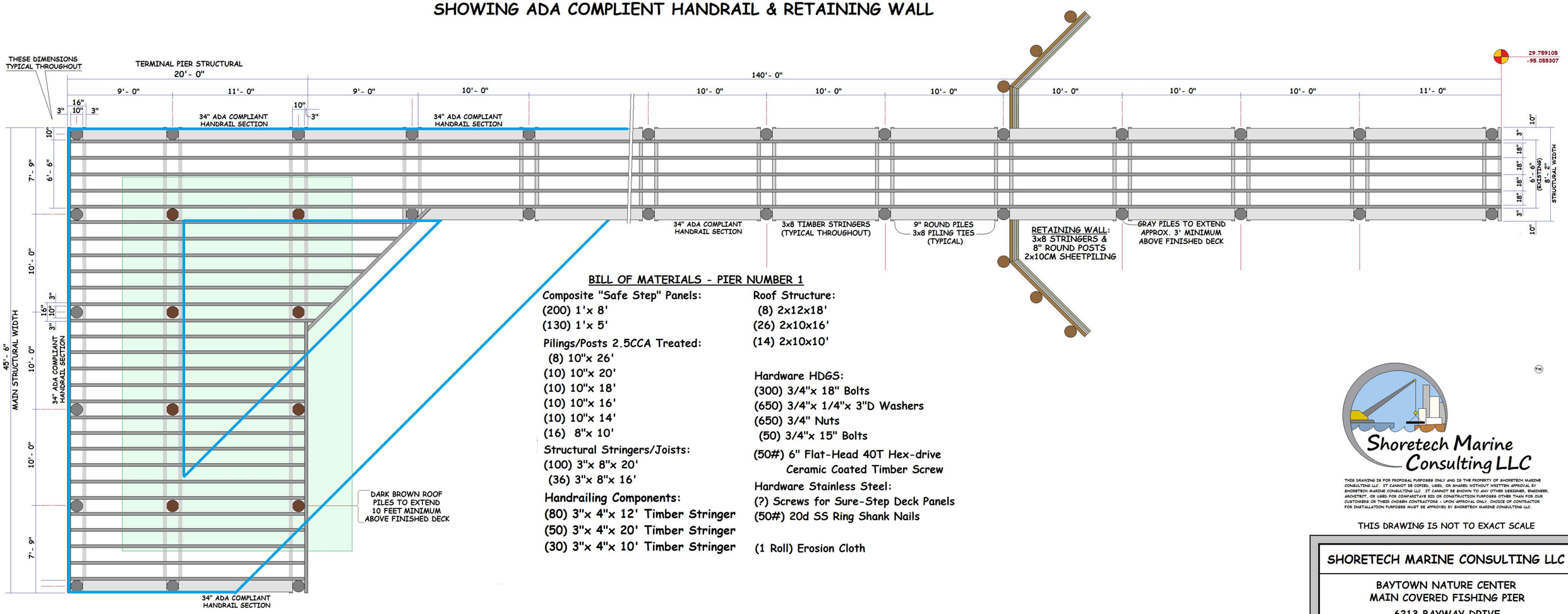
SHORETECH MARINE CONSULTING	BASIC LAYOUT - DESIGN
DAVE THOMSON - MARINE DESIGN 936-662-5100 dave@ravenaudio.com	DAVE THOMSON - MARINE DRAFTER



SEE HANDRAILING & RETAINING WALL DETAIL:
FOR ADDITIONAL INFORMATION AND DETAILED DRAWINGS OF HANDRAILS, PIER STRUCTURAL ELEVATIONS, SECTIONS, AND RETAINING WALL TIEBACK SYSTEM DETAILS

MAIN COVERED PIER - NUMBER 1 - ELEVATION

SHOWING ADA COMPLIENT HANDRAIL & RETAINING WALL



BILL OF MATERIALS - PIER NUMBER 1

Composite "Safe Step" Panels:
(200) 1'x 8'
(130) 1'x 5'

Pilings/Posts 2.5CCA Treated:
(8) 10"x 26'
(10) 10"x 20'
(10) 10"x 18'
(10) 10"x 16'
(10) 10"x 14'
(16) 8"x 10'

Structural Stringers/Joists:
(100) 3"x 8"x 20'
(36) 3"x 8"x 16'

Handrailing Components:
(80) 3"x 4"x 12' Timber Stringer
(50) 3"x 4"x 20' Timber Stringer
(30) 3"x 4"x 10' Timber Stringer

Roof Structure:
(8) 2x12x18'
(26) 2x10x16'
(14) 2x10x10'

Hardware HDGS:
(300) 3/4"x 18" Bolts
(650) 3/4"x 1/4"x 3"D Washers
(650) 3/4" Nuts
(50) 3/4"x 15" Bolts
(50#) 6" Flat-Head 40T Hex-drive Ceramic Coated Timber Screw

Hardware Stainless Steel:
(?) Screws for Sure-Step Deck Panels
(50#) 20d SS Ring Shank Nails

(1 Roll) Erosion Cloth

MAIN COVERED FISHING PIER - NUMBER 1

RE-DESIGNED AS A MORE FAMILY-FRIENDLY FACILITY

Shoretech Marine Consulting LLC

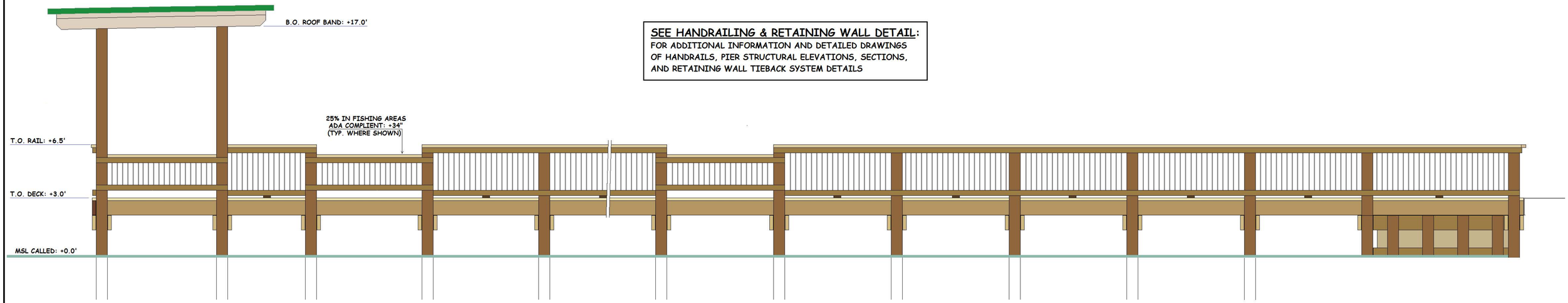
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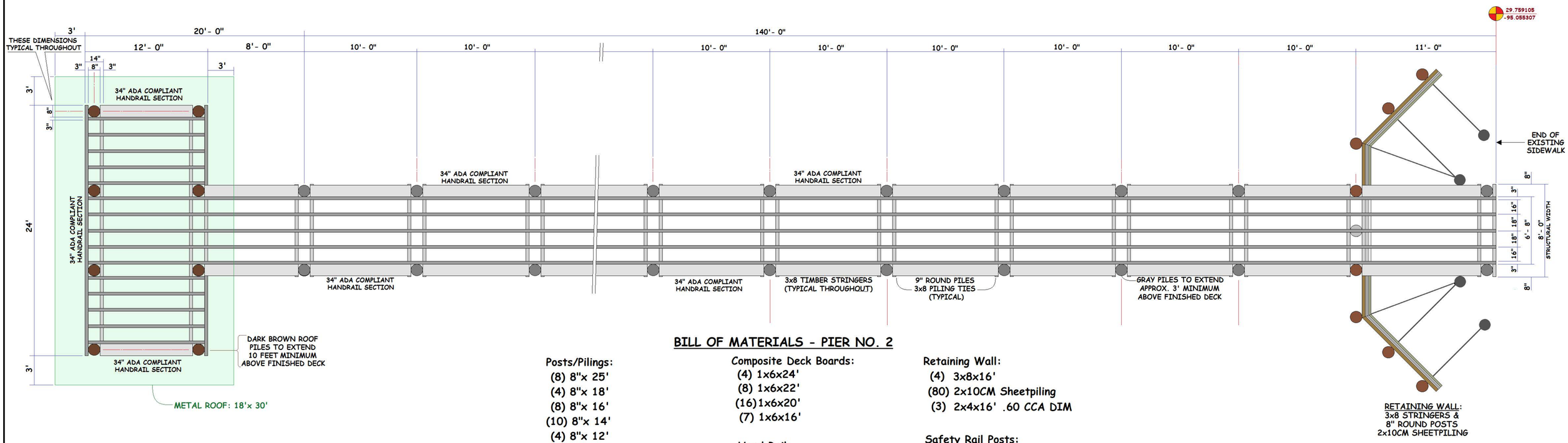
SHORETECH MARINE CONSULTING LLC

BAYTOWN NATURE CENTER
MAIN COVERED FISHING PIER
6213 BAYWAY DRIVE
BAYTOWN, TEXAS 77520

SHORETECH MARINE CONSULTING	BASIC LAYOUT - DESIGN
DAVE THOMSON - MARINE DESIGN 936-662-5100 dave@ravenaudio.com	DAVE THOMSON - MARINE DRAFTER



SEE HANDRAILING & RETAINING WALL DETAIL:
FOR ADDITIONAL INFORMATION AND DETAILED DRAWINGS OF HANDRAILS, PIER STRUCTURAL ELEVATIONS, SECTIONS, AND RETAINING WALL TIEBACK SYSTEM DETAILS



BILL OF MATERIALS - PIER NO. 2

Posts/Pilings:
(8) 8"x 25'
(4) 8"x 18'
(8) 8"x 16'
(10) 8"x 14'
(4) 8"x 12'
(13) 8"x 10'

Stringers/Joists:
(50) 3x8x20'
(38) 3x8x16'

Composite Decking - Sure-Step:
(176) 8'x 1'

Composite Deck Boards:
(4) 1x6x24'
(8) 1x6x22'
(16)1x6x20'
(7) 1x6x16'

Hand Rail:
(6) 2x4x24' .60 CCA DIM
(12) 2x4x22' .60 CCA DIM
(24) 2x4x20' .60 CCA DIM
(12) 2x4x16' .60 CCA DIM

Roof Structure:
(8) 2x10x12'
(6) 2x8x20'
(6) 2x8x12'
(10) 12' SHTS AG PANEL

Retaining Wall:
(4) 3x8x16'
(80) 2x10CM Sheetpiling
(3) 2x4x16' .60 CCA DIM

Safety Rail Posts:
(22) 6x6x8'

SAN JACINTO POINT FISHING PIER - NO.2

RE-DESIGNED AS A MORE FAMILY-FRIENDLY FACILITY

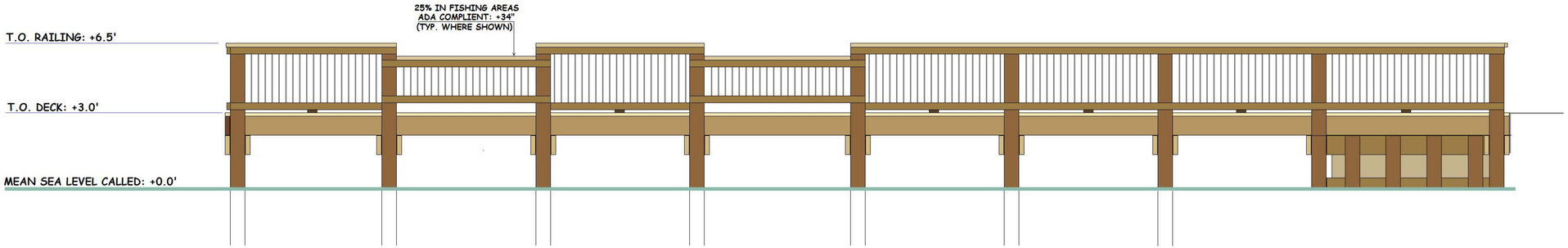
THIS DRAWING IS NOT TO EXACT SCALE

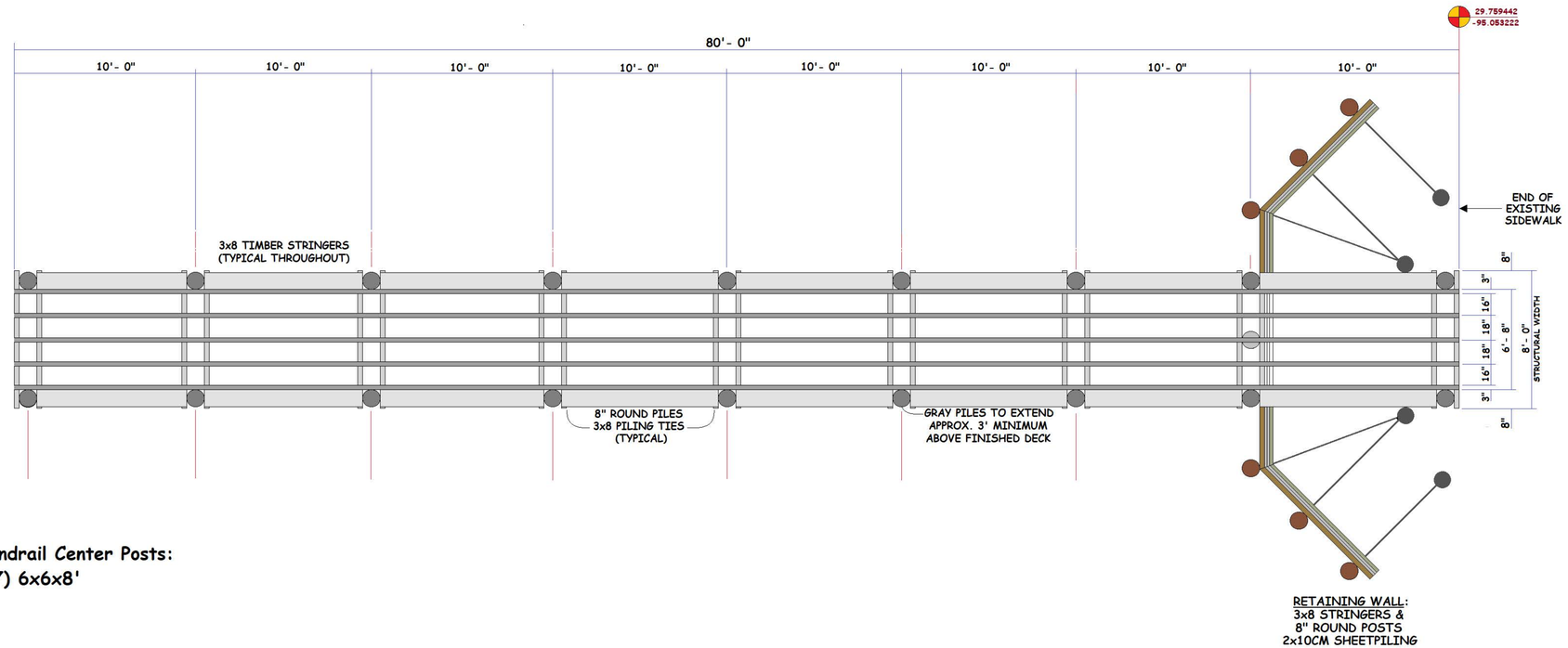
SHORETECH MARINE CONSULTING LLC

BAYTOWN NATURE CENTER
SAN JACINTO POINT FISHING PIER #2
6213 BAYWAY DRIVE
BAYTOWN, TEXAS 77520

SHORETECH MARINE CONSULTING	BASIC LAYOUT - DESIGN
DAVE THOMSON - MARINE DESIGN 936-662-5100 dave@ravenaudio.com	DAVE THOMSON - MARINE DRAFTER

SEE HANDRAILING & RETAINING WALL DETAIL:
FOR ADDITIONAL INFORMATION AND DETAILED DRAWINGS OF HANDRAILS, PIER STRUCTURAL ELEVATIONS, SECTIONS, AND RETAINING WALL TIEBACK SYSTEM DETAILS





Posts/Pilings:
(8) 8"x 16'
(10) 8"x 14'
(11) 8"x 10'

Handrail Center Posts:
(17) 6x6x8'

Stringers/Joists:
(28) 3x8x20'
(10) 3x8x16'

Composite Decking - Sure Step:
(80) 8'x 1'

Hand Rail:
(12) 2x4x24'
(6) 2x4x22'
(6) 2x4x20'
(2) 2x4x16'
(16) 1x6x22'
(2) 1x6x8'

FISHING PIER - NO.3

RE-DESIGNED AS A MORE FAMILY-FRIENDLY FACILITY

THIS PIER IS TO BE DECKED WITH SURE STEP COMPOSITE DECKING PANELS THROUGHOUT. 3x8 FULL-DIMENSIONAL ROUGH HEWN 2.5CCA TIMBER STRINGERS ARE TO BE ON 18" CENTERS TO ACCOMODATE.

SAFETY RAILINGS TO BE BUILT ONTO 10" ROUND 2.5CCA TIMBER PILES EXTENDED THROUGH THE DECK 42" AND ALL SUN-EXPOSED SURFACES TO BE COVERED WITH OWENS CORNING WEARDECK COMPOSITE DECKING.

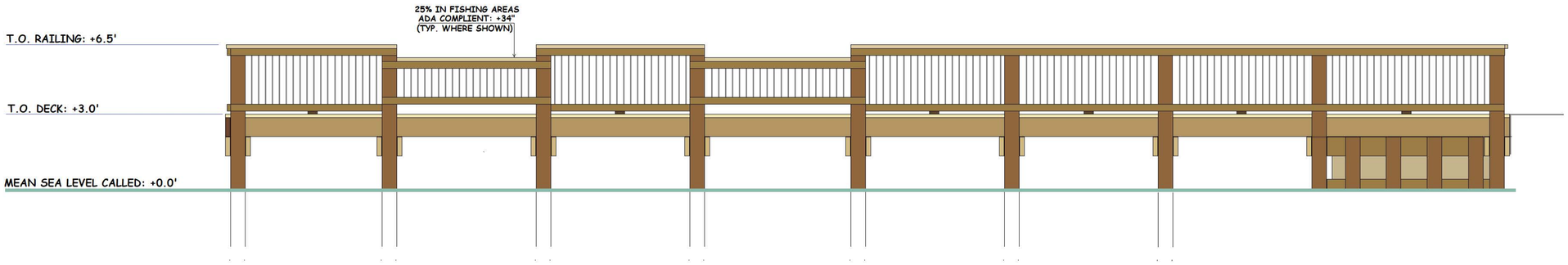
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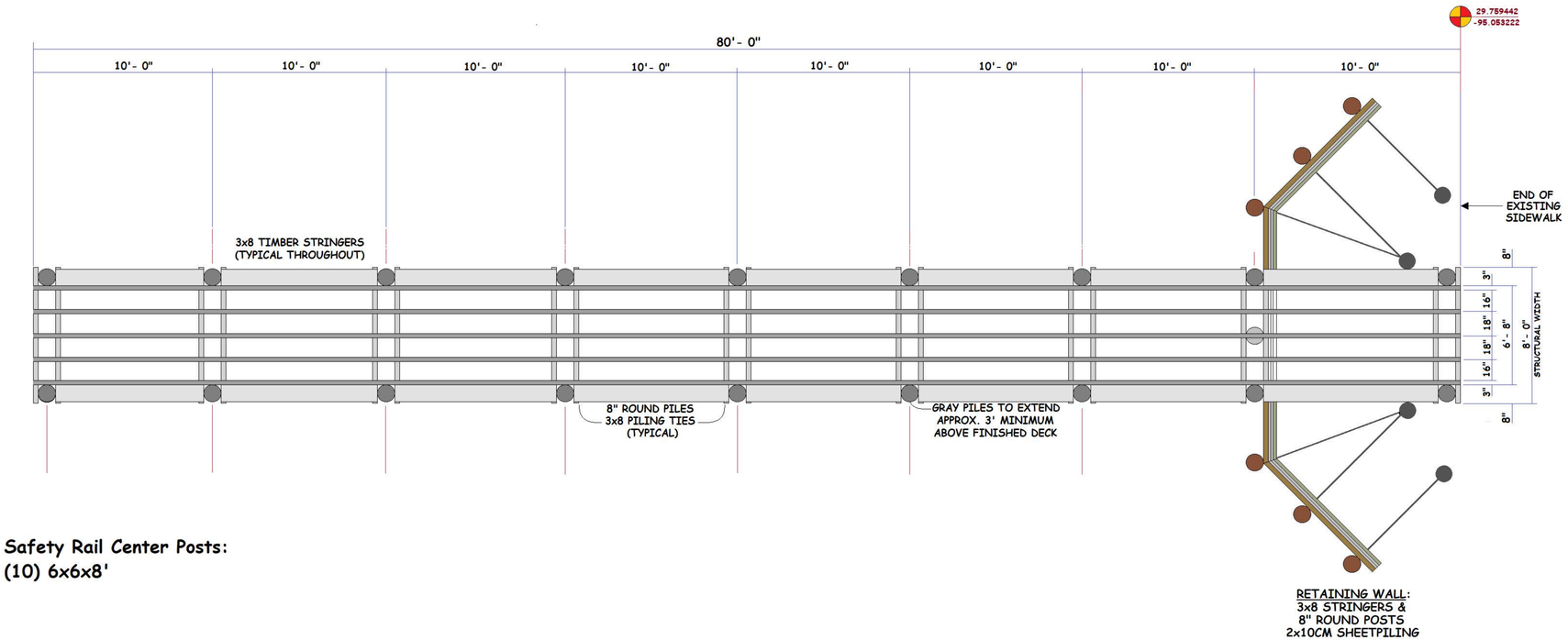
SHORETECH MARINE CONSULTING LLC

BAYTOWN NATURE CENTER
FISHING PIER NUMBER 4
6213 BAYWAY DRIVE
BAYTOWN, TEXAS 77520

SHORETECH MARINE CONSULTING	BASIC LAYOUT - DESIGN
DAVE THOMSON - MARINE DESIGN 936-662-5100 dave@ravenaudio.com	DAVE THOMSON - MARINE DRAFTER

SEE HANDRAILING & RETAINING WALL DETAIL:
FOR ADDITIONAL INFORMATION AND DETAILED DRAWINGS OF HANDRAILS, PIER STRUCTURAL ELEVATIONS, SECTIONS, AND RETAINING WALL TIEBACK SYSTEM DETAILS





Posts/Pilings:
(8) 8"x 16'
(10) 8"x 14'
(11) 8"x 10'

Stringers/Joists:
(28) 3x8x20'
(10) 3x8x16'

Composite Decking - Sure Step:
(80) 8'x 1'

Hand Rail:
(12) 2x4x24'
(6) 2x4x22'
(6) 2x4x20'
(2) 2x4x16'
(16) 1x6x22'
(2) 1x6x8'

Safety Rail Center Posts:
(10) 6x6x8'

FISHING PIER - NO.4

RE-DESIGNED AS A MORE FAMILY-FRIENDLY FACILITY

THIS PIER IS TO BE DECKED WITH SURE STEP COMPOSITE DECKING PANELS THROUGHOUT. 3x8 FULL-DIMENSIONAL ROUGH HEWN 2.5CCA TIMBER STRINGERS ARE TO BE ON 18" CENTERS TO ACCOMODATE.

SAFETY RAILINGS TO BE BUILT ONTO 10" ROUND 2.5CCA TIMBER PILES EXTENDED THROUGH THE DECK 42" AND ALL SUN-EXPOSED SURFACES TO BE COVERED WITH OWENS CORNING WEARDECK COMPOSITE DECKING.

THIS DRAWING IS NOT TO EXACT SCALE

SHORETECH MARINE CONSULTING LLC

BAYTOWN NATURE CENTER
FISHING PIER NUMBER 4
6213 BAYWAY DRIVE
BAYTOWN, TEXAS 77520

SHORETECH MARINE CONSULTING	BASIC LAYOUT - DESIGN
DAVE THOMSON - MARINE DESIGN 936-662-5100 dave@ravenaudio.com	DAVE THOMSON - MARINE DRAFTER

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 24, 2024

Sent Via Email: office@native-construction.com

John Lee
Native Construction (Native Consolidated Management LLC)
1221 W Campbell Rd, Ste #203
Richardson, TX 75080

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

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 April 1, 2024, through March 31, 2026, and may be subject to three 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. 728-24 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 bids@buyboard.com.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

Endorsed by:

January 24, 2024

Sent Via Email: office@native-construction.com

John Lee
Native Construction (Native Consolidated Management LLC)
1221 W Campbell Rd, Ste #203
Richardson, TX 75080

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

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 April 1, 2024, through March 31, 2026, and may be subject to three 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. 728-24 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 bids@buyboard.com.

Sincerely,



Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Job Order Contracting (RSMeans)	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 728-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2024, through March 31, 2026, with three possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

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.

Native Consolidated Management, LLC DBA Native Construction
Name of Proposing Company

10/04/2023
Date

1221 W. Campbell Rd. Suite 203
Street Address


Signature of Authorized Company Official

Richardson, Texas 75080
City, State, Zip

John Lee
Printed Name of Authorized Company Official

214-484-4494
Telephone Number of Authorized Company Official

President
Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

83-3032565
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
- 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:

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: JL

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Native Consolidated Management, LLC Native Construction	1221 W. Campbell Rd. Suite 203		
Company Name	Address		
Richardson	Texas	75080	
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: JL

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: _____

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: 1833032565700

Name of Certifying Agency: State Of Texas

☐ My company has **NOT** been certified as a HUB.

Initial:

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1833032565700**
Approval Date: **October 6, 2023**
Scheduled Expiration Date: **October 6, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Native Consolidated Management LLC DBA Native Construction

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 6, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Minority Business Enterprise (MBE)
Native Construction

Native Construction

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

This Certification commences November 3, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: November 30, 2024
Issued Date: November 3, 2022
CERTIFICATION NO. NMMB63694N1124



Certification Administrator

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, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: JL

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

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Initial: JL

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 following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

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: _____

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:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: JL

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: _____

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, Member Construction Contract, 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, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage 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.

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: _____

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: JL

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.

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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.

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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.

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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.

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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: JL

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
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Native Consolidated Management, LCC DBA Native Construction

Company Name

John Lee

Signature of Authorized Company Official

John Lee, President

Printed Name and Title

10/04/2023

Date

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
- 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:

Native Consolidated Management, LLC DBA Native Construction

*(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: S- Corporation)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 83-3032565
*(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.)*

Native Consolidated Management, LLC

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.

Native Consolidated Management, LLC

2 Business name/disregarded entity name, if different from above

Native Construction

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) ► S

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) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1221 W Campbell Rd Ste 203

Requester's name and address (optional)

6 City, state, and ZIP code

Richardson, TX 75080

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

8	3	–	3	0	3	2	5	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ►  **Date** ► 10/10/2023

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.*

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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: $ 2MM . (The period of the 12-month period is 10/22 / 10/23). 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	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N ~~Y~~	~~Y~~ N	
8. The Interlocal Purchasing System (TIPS)	Y	Y	JOC
9. Other ***BUYBOAD EZIQC***	Y	Y	***JOC***

☐ **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 (%): ***0*** **Proposed Discount (%):** ***0***

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.	Township of Addison	Rob Bourestrom	214-325-5760	rbourestom@addisontx.gov	0	+250k
2.	City of Bellaire	Brandon Thigpin	979.777.4876	bthigpin@bellairetx.gov	0	+200k
3.	Plano ISD	David Godinez	214-714-7252	david.godinez@planoisd.edu	0	+100k
4.	City of North Richland Hills	Chris Amarante	817-427-6365	camarante@nrhtx.com	0	+100k
5.	City of Rowlett	Sam Eicke	214.733.4042	geicke@rowlett.com	0	+500k

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.)

NATIVE CONSTRUCTION

8(a) / MBE / SBE / DBE / HUB

www.Native-Construction.com

COMPANY DATA

Cage Code: **8V0Y4**

UEI Number: **SDD4KQTG4QC5**

SAM Registration: Active

Service Area: Nationwide

Size Standard: Small Business

Disaster Response Registry

Accepts Gov't P-Cards

NAICS Codes

236220 - Commercial & Institutional Building Construction (P)
236116 - New Multifamily Housing Construction (except For-Sale Builders)
236210 - Industrial Building Construction
238210 - Electrical Contractors & Other Wiring Installation Contractors
561621 - Security System Services (except Locksmiths)
237310 - Highway, Street, & Bridge Construction
237990 - Other Heavy & Civil Engineering Construction
238320 - Painting & Wall Covering Contractors
238160 - Roofing Contractors
238130 - Framing Contractors
238330 - Flooring Contractors
238310 - Drywall & Insulation Contractors
238350 - Finish Carpentry Contractors
238910 - Site Preparation Contractors

PSC Codes

Y1AA - Construction of Office Buildings
Y1AB - Construction of Conference Space & Facilities
Y1AZ - Construction of Other Administrative Facilities & Service Buildings
Y1BD - Construction of Airport Runways & Taxiways
Y1BE - Construction of Airport Terminals
Y1CA - Construction of Schools
Y1DA - Construction of Hospitals & Infirmaries
Y1EZ - Construction of Other Industrial Buildings
Y1FA - Construction of Family Housing Facilities
Y1FZ - Construction of Other Residential Buildings
Y1JZ - Construction of Miscellaneous Buildings
Z2AA - Repair or Alteration of Office Buildings
Z2FZ - Repair or Alteration of Other Residential Buildings
Z2JZ - Repair or Alteration of Miscellaneous Buildings

COMPANY BIO

Native Consolidated Management, LLC dba Native Construction is a Texas / Oklahoma based, American Indian Trade & General Contractor. Certified as an 8(a), MBE, SBE, DBE, and State of Texas Historically Underutilized Business (HUB), Native has completed over 300 federal construction projects directly or via its subsidiary companies. Native is a State of Texas Licensed Electrical Contractor and maintains a self-performance labor force in Divisions 9,27,27, and 28.

Bonding Capacity $20MM single / $50MM aggregate

CORE COMPETENCIES

- JOC/IDIQ Contract Mgmt
- New Construction
- Renovation & Repair
- RS MEANS/GORDIAN
- Security Systems
- Electric
- Flooring
- Painting
- Framing
- HVAC
- Concrete
- Demolition
- Restoration

DIFFERENTIATORS

- Self-Performance across Texas (Div 9,26,27,28)
- Expertise in JOC/IDIQ Contract management
- Certified JOC Professional
- Bonding Capacity: $10m single; $30m aggregate
- Licensed Electrical Contractor

PAST PERFORMANCES

United States Postal Service
Location: DFW, TX
Value: $1.5M
Details: CCTV Security Camera System Installation & Electrical Upgrades

Texas Department of Transportation (TxDot)
Location: Various projects across Texas
Value: over $3M in contracts
Details: Various projects including New Construction, Security Improvement & Electrical Upgrades

City of San Antonio – IDIQ/JOC
Location: San Antonio, TX
Value: $15M
Details: Job Order Contract

Harris County – IDIQ/JOC
Location: Houston, TX
Value: $30M
Details: Job Order Contract

STATE & FEDERAL DIVERSITIES

TX HUBZone, 8(a), DBE, MBE, SBE, NABE, ISBEE

HUB | SBE CERTIFIED ENTERPRISE | MBE CERTIFIED ENTERPRISE | DBE CERTIFIED ENTERPRISE | SBA 8(a) CERTIFIED

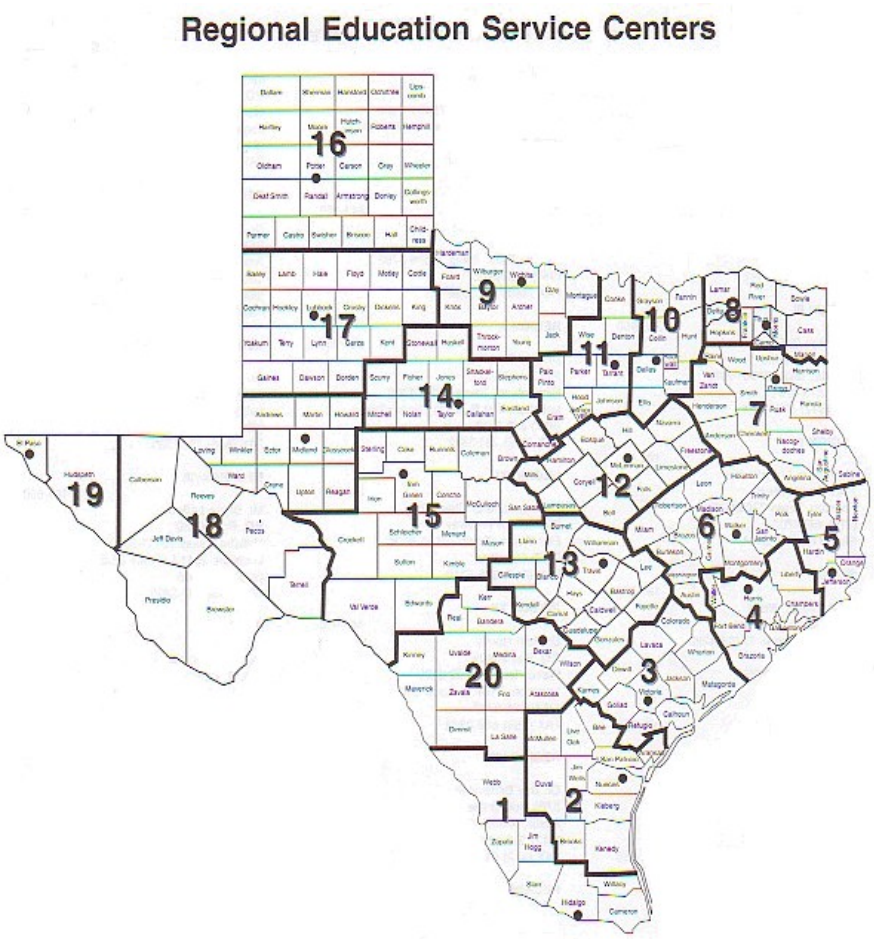
JOHN LEE
1221 W. Campbell Rd, Richardson, TX 75080 | Office@Native-Construction.com | (214) 484-4494

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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

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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.***

- **X** 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 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 Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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.

Native Consolidated Management, LLC DBA Native Construction	**728-24**
Name of Vendor	Proposal Invitation Number
John Lee	John Lee
Signature of Authorized Company Official	Printed Name of Authorized Company Official

10/04/2023
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)

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.

Native Construction has been in business for 5 years. The company was incorporated back in 2018.

We are not for sale or involved with any business or entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this Contract. Include a brief description of the JOC projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.

Native regularly performs verifiable JOC services under its existing BuyBoard Contracts.

As JOC-centric trade & general contractors, Native holds extensive, verifiable experience in managing dozens of simultaneous task orders from federal, state, and local Job Order Contracts across the state. Native has perfromed on JOC contracts with the United States Postal Service, Harris County, The City of San Antonio, UT Southwestern Medical Center, Collin County, City of San Antonio, Township of Addison, Plano ISD, and others.
See additional Pages

3. 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.

Native PMS and Supervisors are accustomed to managing numerous projects simultaneously. Procore project management software and a cloud-based file management system are key in syncing Native's administrative and operational personnel to all projects concurrently active. PMs remain in constant communication with field personnel providing the client and Native administration regular status reports on the state of all active projects in order to maintain the high level of quality control that has garnered Native a reputation as a local expert in Job Order Contracting.

Native has offices in DFW, Austin, Houston and San Anotnio.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

Native personnel work cohesively with all project stakeholders including A&E firms. Native has working relationships with additional A&E firms across the state and has its own in-house design capabilities that can service many smaller JOC project demands.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Construction Management, Supervision, Electrical (Texas licensed electrical contractor)

6. **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.

Native regularly promotes its BuyBoard contract and will continue to do so with this contract upon award. Native typically attends TASBO and TAPPA in Texas and stays in regular communiation with BuyBoard and Gordian personnel in order to promote the client usage of the BuyBoard contract.

7. 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.

Bonding Capacity

8. 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.

NA

9. 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. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. 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, notice to surety, failure to complete or deliver the work, or termination.

Native Construction has never defaulted, failed to complete, or terminated from any project awarded.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), 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.

Native has had zero legal proceedings or valid bond claims paid.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

We are fully aware of the requirements associated with providing QC for JOC contracts and will assign QC duties to a full-time member for the JOC Task Orders. If assigned, the Design Team will be included in the Construction Phase, participating in those QC activities and work to confirm and verify the following:

- ***Ensuring the quality of construction is in conformance with the contract documents***
- ***Ensuring Submittals and shop drawings are in compliance with the approved contract documents***
- ***Confirming Design Intent or clarifying information on the documents for subcontractors***
- ***Reviewing Acceptance Inspection Reports***
- ***Reviewing all Test Reports and Action Items required by Testing Agencies***
- ***Developing a Punch List of required corrections prior to Government Inspections***
- ***Participating in Commissioning Activities as Designers-of-Record***

NATIVE understands the responsibilities of full contract QC. Our track record of past projects clearly indicates how dedicated we are to providing high-quality JOC services that result in successful projects that meet or exceed expectations.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Bowen Mclitte and Britt - Agent
Great American - Surety
Amerisure - Surety

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

NAaive has had zero safety incidents in its entire work history.

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair

Gerald R. Callas, M.D., F.A.S.A.
Nora Castañeda
Sujeeth Draksharam
Lori High, RN, NP, Retired
Gary F. Wesson, D.D.S., M.S

Electrical Contractor

NATIVE CONSTRUCTION

License Number: 38263

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: JUNE 28 2024

Mike Arismendez, Jr.
Executive Director

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

October 17, 2023

Local Government Purchasing Cooperative d/b/a Buyboard (Cooperative)
12007 Research Blvd.
Austin, Texas 78759

Re: Native Consolidated Management LLC dba Native Construction
Project: Proposal No. 728-24 for Job Order Contracting Services (RSMeans)

To Whom It May Concern:

We are the surety bonding agent for Native Consolidated Management LLC dba Native Construction, of Houston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. Since 2021, Native Consolidated Management LLC dba Native Construction has been bonded through Great American Insurance Company (GAIC), which has an A.M. Best Rating of A+ (Superior) with a Financial Size Category of XV (Greater than or Equal to USD 2.00 Billion). GAIC has agreed to support performance and payment bonds for single projects up to $1,000,000 as long as these projects fit within a $2,000,000 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between Native Consolidated Management LLC dba Native Construction, and GAIC, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason GAIC does not execute said bonds.

We hold Native Consolidated Management LLC dba Native Construction in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

Barry McCord

BM/ab

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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: Native Consolidated Management, LLC DBA Native Construction

John Lee

Signature of Vendor Authorized Representative

Printed Name: John Lee

Title: President

Date: 10/11/2023

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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: **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: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
☐ Reviewed/Completed: **Required Forms Checklist**
☐ Reviewed/Completed: **Proposal Specifications** with Coefficient Factor(s) *(complete in electronic proposal submission system)*

Native Construction Information

Contact: John Lee
Address: 1221 W. Campbell Rd.
Suite 203
Richardson, TX 75080
Phone: (214) 484-4494
Email: john.lee@native-construction.com
Web Address: www.native-construction.com

By submitting your response, you certify that you are authorized to represent and bind your company.

John Lee
Signature

office@native-construction.com
Email

Submitted at 10/20/2023 09:12:52 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 728-24, Job Order Contracting (RSMeans)

Proposal-No-728-24.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.)

Exceptions and/or Detailed Information Related to Coefficient Factor Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exception(s) to coefficient factor proposed for Job Order Contracting. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

Company Profile

SelectGCR_CapStmt_NativeCon_final.pdf

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

Native W9 2023.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Addendum No. 1

Addendum-No-1-for-728-24.pdf

Addendum No. 1 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.)

Response Attachments

The-Local-Govenment_Lee-Constructio_23-25-TX-1M-(NI_10-18-2023_1178083416.pdf

COI

bond letter.PDF

Bond Letter

HUB Certificate.pdf

Hub Certificate

NCTRCA NAtive Construction.pdf

MBE Certificate

Native_ElectricalContractorsLicense_2023.pdf

Electrical Contractors License

LOR PACKET_2023_Native.pdf

Letters Of Recommendations

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 83-3032565
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

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

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*

9 **Certification Number**

Certification Number

1833032565700

10 **Name of Certifying Agency**

Certifying Agency

Statewide Hub Program

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

John Lee

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

office@native-construction.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

1221 W Campbell Rd, Ste #203

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Richardson

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

75080

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

214-484-4494

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.native-construction.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

office@native-construction.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

John Lee

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

214-484-4494

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

admin@native-construction.cpm

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

John Lee

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

214-484-4494

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.

Yes

32 **Request for Quotes (RFQ)**

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

office@native-construction.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

John Lee

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

214-484-4494

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

admin@native-construction.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

John Lee

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

214-484-4494

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

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

Native Consolidated Management LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Invoices

45 **Invoice Contact Name**

Invoice Contact Name

Aly House

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1221 W Campbell Rd, Ste #203

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Richardson

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

75080

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

214-484-4494

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

invoices@native-construction.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

55 **Billing Agent Company Name**

Billing Agent Company Name

Native Consolidated Management LLC

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

Aly House

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

1221 W Campbell Rd. Suite 203

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

Richardson

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

TX

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

75080

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

2144844494

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

office@native-construction.com

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

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

Native Consolidated Management

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.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☑ Region 1

77	**Region 2** Region 2 - Corpus Christi ☑ Region 2
78	**Region 3** Region 3 - Victoria ☑ Region 3
79	**Region 4** Region 4 - Houston ☑ Region 4
80	**Region 5** Region 5 - Beaumont ☑ Region 5
81	**Region 6** Region 6 - Huntsville ☑ Region 6
82	**Region 7** Region 7 - Kilgore ☑ Region 7
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9
85	**Region 10** Region 10 - Richardson ☑ Region 10
86	**Region 11** Region 11 - Fort Worth ☑ Region 11
87	**Region 12** Region 12 - Waco ☑ Region 12
88	**Region 13** Region 13 - Austin ☑ Region 13

89 **Region 14**

Region 14 - Abilene

☑ Region 14

90 **Region 15**

Region 15 - San Angelo

☑ Region 15

91 **Region 16**

Region 16 - Amarillo

☑ Region 16

92 **Region 17**

Region 17 - Lubbock

☑ Region 17

93 **Region 18**

Region 18 - Midland

☑ Region 18

94 **Region 19**

Region 19 - El Paso

☑ Region 19

95 **Region 20**

Region 20 - San Antonio

☑ Region 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

Native Consolidated Management

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.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama*
100	**Alaska** Alaska ☐ *Alaska*
101	**Arizona** Arizona ☐ *Arizona*
102	**Arkansas** Arkansas ☐ *Arkansas*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*

110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*

122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*

134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☑ Oklahoma
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☐ *South Carolina*
140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☑ Texas
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*

146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

2 **Section I: REGIONAL (State of Texas)**

Texas Region 1 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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3 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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4 **Section I: REGIONAL (State of Texas)**

Texas Region 2 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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5 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

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6 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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7 **Section I: REGIONAL (State of Texas)**

Texas Region 3 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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8 **Section I: REGIONAL (State of Texas)**

Texas Region 4 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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9 **Section I: REGIONAL (State of Texas)**

Texas Region 5 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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Section I: REGIONAL (State of Texas)

Texas Region 5 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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1
1

Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 6 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

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14

Section I: REGIONAL (State of Texas)

Texas Region 7 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

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Section I: REGIONAL (State of Texas)

Texas Region 8 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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18

Section I: REGIONAL (State of Texas)

Texas Region 9 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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19

Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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20

Section I: REGIONAL (State of Texas)

Texas Region 10 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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21

Section I: REGIONAL (State of Texas)

Texas Region 11 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

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22 **Section I: REGIONAL (State of Texas)**

Texas Region 11Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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23

Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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24

Section I: REGIONAL (State of Texas)

Texas Region 12 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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25

Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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26

Section I: REGIONAL (State of Texas)

Texas Region 13 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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27

Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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28

Section I: REGIONAL (State of Texas)

Texas Region 14 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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29

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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30

Section I: REGIONAL (State of Texas)

Texas Region 15 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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31

Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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32

Section I: REGIONAL (State of Texas)

Texas Region 16 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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33

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

34

Section I: REGIONAL (State of Texas)

Texas Region 17 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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35

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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36

Section I: REGIONAL (State of Texas)

Texas Region 18 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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37

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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38

Section I: REGIONAL (State of Texas)

Texas Region 19 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

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39

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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40

Section I: REGIONAL (State of Texas)

Texas Region 20 Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Alabama Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Alabama Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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Section II: NATIONAL (Other States)

Alaska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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44

Section II: NATIONAL (Other States)

Alaska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Arizona Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Arizona Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Arkansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Arkansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

California Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

California Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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Section II: NATIONAL (Other States)

Colorado Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Colorado Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Connecticut Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Connecticut Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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55

Section II: NATIONAL (Other States)

Delaware Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Delaware Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

District of Columbia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

District of Columbia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Florida Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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60

Section II: NATIONAL (Other States)

Florida Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Georgia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Georgia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Hawaii Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Hawaii Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Idaho Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Idaho Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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Section II: NATIONAL (Other States)

Illinois Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Illinois Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Indiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Indiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Iowa Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Iowa Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Kansas Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Kansas Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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75

Section II: NATIONAL (Other States)

Kentucky Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Kentucky Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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77

Section II: NATIONAL (Other States)

Louisiana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Louisiana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Maine Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Maine Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Maryland Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Maryland Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Massachusetts Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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84

Section II: NATIONAL (Other States)

Massachusetts Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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85

Section II: NATIONAL (Other States)

Michigan Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Michigan Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Minnesota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Minnesota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Mississippi Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Mississippi Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

91

Section II: NATIONAL (Other States)

Missouri Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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92

Section II: NATIONAL (Other States)

Missouri Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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93

Section II: NATIONAL (Other States)

Montana Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Montana Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Nebraska Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Nebraska Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Nevada Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Nevada Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

99

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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100

Section II: NATIONAL (Other States)

New Hampshire Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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101

Section II: NATIONAL (Other States)

New Jersey Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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102

Section II: NATIONAL (Other States)

New Jersey Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

New Mexico Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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104

Section II: NATIONAL (Other States)

New Mexico Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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105

Section II: NATIONAL (Other States)

New York Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

New York Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

North Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

North Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

North Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

North Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Ohio Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Ohio Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Oklahoma Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Oklahoma Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Oregon Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Oregon Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Pennsylvania Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Pennsylvania Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Rhode Island Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Rhode Island Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

South Carolina Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

South Carolina Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

South Dakota Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

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Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

South Dakota Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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Section II: NATIONAL (Other States)

Tennessee Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Tennessee Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Utah Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Utah Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Vermont Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Vermont Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

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Section II: NATIONAL (Other States)

Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

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Section II: NATIONAL (Other States)

Washington Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

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Section II: NATIONAL (Other States)

Washington Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

West Virginia Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

West Virginia Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

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Section II: NATIONAL (Other States)

Wisconsin Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

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Section II: NATIONAL (Other States)

Wisconsin Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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Section II: NATIONAL (Other States)

Wyoming Coefficient for Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $0.95 Total: $0.95

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

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The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

140

Section II: NATIONAL (Other States)

Wyoming Coefficient for Non-Standard Hours for Job Order Contracting as listed in RSMeans Cost Data Book.

Quantity: 1 UOM: Coefficient Factor Coefficient: $1.05 Total: $1.05

Item Notes: **Price Proposal:** In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

Proposers shall propose two (2) coefficient factors based on using the current edition of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** ("Unit Price Book" or "RSMeans Cost Data Book") with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete the "REGIONAL (State of Texas)" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the regions you will service.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete the "NATIONAL" proposal specification lines in the electronic proposal submission system and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

Vendors proposing must complete the line item fields in the electronic proposal submission system and shall include the Proposer's Coefficients. The Proposer's Coefficients can be applied to all work state-wide in the state(s) Vendor proposes to serve or can be applied to designated regions (if applicable) according to the regions listed on the Proposal.

NOTE: VENDOR MUST PROVIDE A COEFFCIENT FACTOR FOR STANDARD HOURS AND FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES.

Response Total: $140.00

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 728-24
Job Order Contracting (RSMeans)

The following addendum is issued to Proposal Invitation No. 728-24, Job Order Contracting (RSMeans) and shall become a permanent part of the Proposal Invitation document.

The *Proposal Requirements for Job Order Contract – Unit Price Book and Proposer's Coefficient* section of the proposal invitation has been updated as referenced below.

PROGRAM REQUIREMENTS FOR JOB ORDER CONTRACT

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

Contractual unit prices for a Job Order Contract will be established by requiring Proposers to propose one or more coefficients or multipliers to be applied to a unit price book. For this Proposal Invitation, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book").

The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

After a contract award, each Job Order under the Contract will be broken down into individual tasks of work, and a total price will be developed based upon the Unit Price Book rate and the Proposer's Coefficient. The price of the work in a Job Order will be determined by multiplying the Unit Price Book rates for individual tasks of work listed in the Job Order by the Proposer's Coefficient.

For this proposal invitation, Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P"** costs column in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

For example, if the labor unit price for electrical installation of one hundred square feet of electrical conduit is $25.00 (after city cost adjustment) and the Proposer's Coefficient is 0.85, the Job Order price would be $21.25 ($25.00 x 0.85 = $21.25). Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the "Total Incl. O&P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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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: Native Consolidated Management, LLC Native Construction

Address: 1221 W. Campbell Rd. Suite 203

Signature of Authorized Company Official: John Lee Title: _____

Telephone Number: 214-484-4494 Date: 10/04/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2023

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

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

PRODUCER
Bowen, Miclette & Britt
Insurance Agency, LLC
2800 North Loop West, Suite 1100
Houston TX 77092

CONTACT NAME: Michelle Rushing
PHONE (A/C, No, Ext): 713-880-7100 **FAX (A/C, No):** 713-880-7166
E-MAIL ADDRESS: mrushing@bmbinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : Continental Casualty Co.	20443
INSURER C : Continental Ins Co	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LMCCORPORA
Lee Construction & Maintenance Company
dba LMC Corporation and
Native Consolidated Management LLC
9191 Winkler Drive, Suite A
Houston TX 77017

COVERAGES **CERTIFICATE NUMBER:** 1178083416 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6042636903	6/30/2023	6/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	6042636898	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	6042636884	6/30/2023	6/30/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001302833	3/13/2023	3/13/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact name shown above.

General Liability:
Blanket additional insured Ongoing Operations per form #CNA75079XX 10/16
Blanket additional insured Completed Operations per form #CNA75079XX 10/16
Blanket waiver of subrogation per form #CNA74705XX 01-15
See Attached...

CERTIFICATE HOLDER

The Local Govenment Purchasing Cooperative
d/b/a BuyBoard (Cooperative)
12007 Research Blvd.
Austin TX 78759

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LMCCORPORA

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt	NAMED INSURED Lee Construction & Maintenance Company dba LMC Corporation and Native Consolidated Management LLC 9191 Winkler Drive, Suite A Houston TX 77017
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket primary/non-contributory per form #CNA74705XX 01-15

Automobile:
Blanket additional insured per form #CA2048 10/13
Blanket waiver of subrogation per form #CNA63359XX (04-12)
Blanket primary/non-contributory per form #CNA63359XX (04-12)

Worker's Compensation:
Blanket waiver of subrogation per form # WC 42 03 04 B

Umbrella:
Blanket additional insured per form #CNA75504XX 03-2015
Blanket waiver of subrogation per form #CNA75504XX 03-2015
Blanket primary/non-contributory per form #CNA75504XX 03-2015

RE: Proposal No. 728-24 for Job Contracting (RSMeans)

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 16, 2026

Sent via email to: office@native-construction.com

John Lee
Native Construction
5718 Westheimer Rd Ste #1000
Houston TX 77057

Re: Job Order Contracting (RSMeans)
BuyBoard Contract 728-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Job Order Contracting (RSMeans), Contract 728-24 effective 4/1/2024 through March 31, 2026, with three possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2027.

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 contractadmin@buyboard.com 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.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by:

CITY OF BAYTOWN

VENDOR SETUP FORM

PLEASE PRINT OR TYPE

FOR ACCOUNTING USE ONLY:

DATE RECEIVED: _____

VENDOR # _____

VENDOR: Complete and send to City of Baytown Purchasing
Email to purchasing@baytown.org or mail to: PO BOX 424, Baytown, TX 77522

Business Name: Native Consolidated Management
(as shown on your income tax return)

DBA Name: Native Consolidated Management LLC dba Native Construction

Other names or abbreviations previously used by owner/company: _____

Type of work to be performed: ☐ **GOODS** ☐ **GOODS AND SERVICES** ☐ **SERVICES ONLY**

Remit To Address and Contact

Name to make payment to, if different than above: Native Construction

Street address or PO Box: 1221 W Campbell Rd Ste 203

City: Richardson State: Texas Zip Code: 75080

Region/Province: _____ Country: United States

Contact Name: John Lee Title: President

Phone: (713) 947-2422 Fax: _____ E-Mail: office@native-construction

Purchase Order information, if different:

Street Address or PO Box: _____

City: _____ State: _____ Zip Code: _____

Region/Province: _____ Country: _____

Contact Name: _____ Title: _____

Phone: _____ Fax: _____ E-Mail: _____

Preferred method of receiving purchase orders: ☐ Fax ☐ E-Mail ☐ US Mail ☐ Other _____

City of Baytown Department with which you are doing business: _____

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Removal and Disposal of Derelict Pilings and Reconstruction of New Piers at Baytown Nature Center

Company Name: Native Construction

Department: Parks & Recreation

Date: 06/15/2026 **Council Date:** 06/25/2026

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 — Date: 06/15/2026

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 8. e.

Meeting Date: 06/25/2026
Subject: Agreement for Sterling Municipal Library Relocation Services
Prepared for: Lesley Kohles, Library **Prepared by:** Katherine Torres, Library
Department: Library

Information

ITEM

Consider an ordinance authorizing a library relocation services agreement with Library Interiors of Texas through the Choice Partners cooperative contract number 23/022MF.

PREFACE

The Sterling Municipal Library's facility renovation will require temporary relocation of the library's collection, shelving, and furniture to the former San Jacinto Elementary School located at 2615 Virginia Street, Baytown, Texas. The scope of this project includes planning and executing the relocation of over a 100,000 item collection spanning approximately 9,100 linear feet, along with the disassembly, transport, and reassembly of 631 sections of library shelving, all public area furniture, and staff materials.

Library shelving weighs hundreds of pounds, and improper assembly or anchoring would place us at risk of a collapse, injury, and damage to the collection. The work requires a specialized mover capable of measuring and mapping the temporary site, determining weight and load limits for heavy shelving, maintaining the collection in order throughout the move, and configuring a fully functional express library in the temporary space. Using a specialty firm also minimizes the library's out-of-service timeline.

Library Interiors of Texas (LITX) will provide all labor, equipment, planning, and project management necessary to complete the move. Services are being procured through Choice Partners cooperative contract number 23/022MF.

The total contract to not exceed amount is $206,235.44.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	27055011-54007
Source of Funds (Operating/Capital/Bonds):	Capital
Funds Budgeted Y/N:	Y
Amount Needed:	$206,235.44
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Library move
Agreement for Moving Library Services
Form 1295
Affidavit of Ownership
Code Verification Form
Certificate of Liability Insurance
Indebtedness Certification

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 AGREEMENT WITH LIBRARY INTERIORS OF TEXAS THROUGH CHOICE PARTNERS COOPERATIVE TO MOVE THE STERLING MUNICIPAL LIBRARY TO A TEMPORARY LOCATION; AUTHORIZING A TOTAL PAYMENT NOT TO EXCEED TWO-HUNDRED, SIX-THOUSAND, TWO-HUNDRED, THIRTY-FIVE AND 44/100 DOLLARS ($206,235.44); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a member of cooperative purchasing programs established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Choice Partners Cooperative is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a 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 a total payment not to exceed TWO-HUNDRED, SIX-THOUSAND, TWO-HUNDRED, THIRTY-FIVE AND 44/100 DOLLARS ($206,235.44) to Library Interiors of Texas for an agreement through Choice Partners Cooperative to move the Sterling Municipal Library to a temporary location.

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 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

AGREEMENT FOR MOVING LIBRARY SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Library Interiors of Texas (hereinafter "Vendor") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Vendor Fees

a. This Agreement authorizes Vendor to perform Specify Type of Service to be Performed services for moving Sterling Municipal Library to a temporary location (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 time schedules for the Work are specified in Exhibit "B."

e. Each of these Exhibits "A" through "B" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Fees

a. The City shall pay the Vendor based upon detailed invoices submitted by the Vendor based upon the following:

i. Labor.....$166,404.72
ii. Equipment.....$31,321.03
iii. Desks and Freight.....$6,584.50
iv. Fuel.....$1,925.19

v. Description of work or services ..... $Dollar Amount.Cents
vi. **Total Not to Exceed.....$**206,235.44

b. If this Agreement allows for annual renewals, Compensation and Fees ☐ shall / ☒ shall not increase annually based upon year-to-year changes in the Consumer Price Index Urban ("CPIU"). CPIU increases under this agreement shall be adjusted to reflect the CPIU sixty-four (64) days prior to the effective date of the renewed contract. Vendor understands and agrees that CPIU increases under this Agreement are not automatic. Vendor shall not be entitled to a CPIU increase unless, at least sixty-four (64) days prior to the effective date of each renewed contract, Vendor notifies the City, in writing in accordance with Paragraph 1(b), of its desire to obtain a CPIU increase.

c. Vendor shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.

d. Vendor 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. Vendor 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 Vendor's invoice being denied.

e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 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 Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

a. Vendor's Project Manager
Vendor shall designate Bob Williams, 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. Data on Vendor's Employees
Prior to commencement of the Work, Vendor shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

d. Rejection of Vendor's Employees
The City reserves the right to approve or reject from the Work any employees of Vendor.

4. Designation and Duties of the City's Representative

a. The Director of the Library or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his/her best efforts to provide nonconfidential City records for Vendor's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Vendor 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. Vendor shall perform all services under this Agreement with the care and skill ordinarily used by members of Vendor's profession practicing under the same or similar circumstances, time and locality. Opinion of probable costs shall be based upon the Vendor's experience and represent its best judgment as an experienced and skilled practitioner. Each submittal of opinion of probable cost shall be commensurate with the project design.

Vendor shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Vendor 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 Vendor 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. Vendor shall state the alternative codes and regulations used.

iv. Vendor agrees the services it provides as an experienced and qualified Moving Services will reflect the professional standards, procedures and

performances common in the industry for this project. Vendor 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 Agreement will be pursuant to the standard of performance common in the profession.

v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor 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

Vendor shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

7. Insurance

Vendor 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 Vendor, its agents, representatives, volunteers, employees or subcontractors.

a. Vendor'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 Vendor's insurance and shall not contribute to it. Further, Vendor shall include all subcontractors, 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 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 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 Vendor. Vendor 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

VENDOR 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 VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, 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 THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE VENDOR'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 VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR 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 Agreement 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. Vendor 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 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.

9. Subcontractors

Vendor shall receive written approval of the City's Representative prior to the use of any subcontractors. A copy of all proposed contracts with subcontractors shall be given to the City before execution of such contracts.

10. Termination of Vendor

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 Vendor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Vendor 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 Vendor 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 Vendor;
(d) the dissolution of Vendor;
(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 the 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, Vendor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Vendor 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, Vendor shall also tender to the City's Representative all of Vendor'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 Vendor 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, Vendor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Vendor'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 Vendor

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

13. Billing

The City 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 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. Vendor 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 Vendor and/or its subcontractors perform the services or incur the expense. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

14. 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.

15. 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 City of Baytown;

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 City of Baytown; 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.

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 Vendor:

Library Interiors of Texas
Attn: Michael Taylor
Address 3503 Wild Cherry Drive Ste 4
Lakeway, TX 78738

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 Vendor and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Vendor's performance of its services hereunder, and no right to assert a claim against Vendor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Vendor's services hereunder.

19. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Vendor hereby agree that no claim or dispute between the City 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 the City 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 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 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. The City and Vendor accept and agree to these terms.

22. 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 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

_____
JASON E. REYNOLDS, City Manager

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

VENDOR:

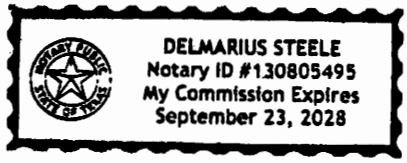
Library Interiors of Texas

M. T
_____
(Signature)

MICHAEL TAYLOR
_____
(Printed Name)

PRESIDENT
_____
(Title)

STATE OF TEXAS §
§
COUNTY OF HARRIS §



Before me on this day personally appeared Michael Taylor, in his/her capacity as President, on behalf of Library Interiors of Texas,

- ☒ 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 7th day of May, 2026.

Notary Public in and for the State of Texas

R:\Scott\Contracts\Contract Templates\Non-Professional Services Template-Non Grant (Fillable).docx

MT

EXHIBIT “A”

Existing Conditions

The current library facility is a single-story building with sufficient entries and exists to allow for the movement of materials and equipment in and out of the building. A loading dock allows for our 26' box truck to easily load and unload material.

The temporary library is a single-story school building. Entry and exist locations have been identified during our walk through of the facility. Ample space is available throughout the building for final set-up and storage needs.

Scope of Work

Based on our walk through of the existing library and the furniture inventory provided by library staff, the scope of work consists of relocating approximately 9,100 linear feet of books, 631 single face and double face sections of library shelving, furniture located in public areas, and back of house/staff material.

We will supply the library staff with 500 – 1.5 cubic feet boxes for them to use to pack their work areas and other loose items. These will be supplied 3 – 4 weeks before the start of the move.

As the staff complete the packing of the boxes, we ask that they label the boxes with some type of identifier indicating owner or final room placement. We will take the boxes to the appropriate room and leave them for staff to unpack.

A preliminary shelving layout for the Adult and Children/Teen areas has been created for review and adjustments can be made prior to the move as needed. The final layout of the various rooms throughout the school that will be used for various activities, hallways and staff work areas have not been finalized at this time. As mentioned in earlier meetings, there areas are fluid and we will work with the staff during the move to best identify the most logical and user-friendly placement of these items. Adjustments can be made during the move as needed.

The attachments included are part of this proposal and represent the suggested shelving configuration for the temporary space, and the furniture list provided by the library to be moved. A few items were added to the furniture list during our walk through to be moved which included 2 refrigerators, icemaker, 4 sections of industrial shelving. We can revisit the items to be moved the closer we get to the actual move, in case there is a change in the inventory list.

Work Plan - Means, Methods & Performances

We believe this area is the most critical aspect of a library move. Our job is to set the expectations and communicate these expectations to all involved. Our enclosed tentative move schedule will have some assumptions; however, we are confident that we can create a final move plan that meets the needs of all involved. Our understanding is this phase of the project is to take place after the summer activities at the library, and to coincide with LITX current schedules.

Pre-move planning:

Once a contract has been awarded, we will begin the planning process. This usually starts with a conference call to discuss various concerns of all involved. This call will expedite the process once we are onsite.

Our first onsite meeting, Jonathon Hardcastle will be present, and our plans call to meet with key members of the move committee. Key elements of this meeting will be as follows:

- Discuss our proposal
- Share information regarding the move
- Discuss our past experiences
- Develop a chain of command
- Review quantity of material
- Introduction of key personnel
- Our past library moving experiences
- Will discuss our proposed methodology for moving the collection and furniture
- Will discuss labor and equipment
- Will discuss the sequence of our move plan
- Q & A

Schedule:

1. Assembly and review of data for the final placement of the collections and listed materials to relocate - one (1) day.
2. 4. Pre-Move Meeting to review and finalize prepared project data - one (1) day.
3. Mobilization onto job site.
4. Completion of all tasks required for the relocation of 9,100 linear feet of books, shelving, and listed materials. Our typical work hours are 8:00 am to 6:00 pm Monday through Friday, and 8:00 am to 4pm on Saturday. All start and ending times will be adjusted so as to accommodate the library staffing hours – forty-six (46) days.
5. Final walk through and review of work – one (1) day. At the start of everyday a brief overview of that day's activity will be discussed with all supervisors and Library Staff.

Methodology:

- After award of Contract, LITX will develop a plan of action, schedule of values, and a project schedule that will demonstrate all aspects of the project from start to finish as required.
- Two weeks before the move we will meet with all primary participants to review and discuss all project requirements and prepared data. This meeting is usually a conference phone call with all parties involved.
- LITX will complete mobilization and start project.
- The move consists of relocating the existing collection of 9,100 linear feet, 631 sections of shelving, and other listed material from the existing library to the temporary library space.
- Based on our current inventory preformed of all collections, preliminary calculations indicate that a total of 290 double face sections of shelving, 90" tall with a base shelf plus 5 adjustable shelves will need to be reassembled to house the current collection. 210 sections will be needed for the Adult collection, and 80 will be needed for the Children's/Teen collection. Due to space limitations, calculations were programed to utilize the base shelf and adjustable shelves leaving 5" of empty shelf space on each shelf to provide room for future collection growth/acquisitions while in the temporary location.
- The balance of the shelving will be palletized and placed in open storage locations at the elementary school for reassembly at a later date if needed, established by the new shelving configuration upon completion of the renovations.
- Services to include mapping the collection to provide shelf fill ratios.
- The collections will be transferred into our Rolling Book Carts for transport to the library. Call Numbers are maintained in order at all times until final placement on shelves.
- As individual collections are loaded on to our book cart, an identifier is placed on the book cart to show the collection and numerical order of the collection as it comes off the shelf. This method allows us to maintain proper Call Number order at all times as well as allowing us to track individual book carts. The identifier will have the collection name and cart number, starting from #1 and continuing until the end for that particular collection.
- Furniture that is to be relocated will be blanket wrapped to prevent damage during transport. The furniture will be inspected prior to moving and notes will be made of the condition if we see any evidence of damage prior to the move and bring this to your attention.
- Masonite sheets taped at all joints for floor protection as required.
- Wall corners and walls protected with shock absorbent protection as required.
- All personnel and equipment to be on site from start to finish.
- Daily meetings will be held at the beginning of each workday with key Library personnel to update work completed, and proposed activities for that day.
- Daily clean-up of all areas. The relocating services generate minimal trash as all material (Masonite, corner protectors, dollies, and book carts) are reused in other relocating projects.
- All materials will be staged inside designated secured areas until ready to be relocated. No material is to be left in any moving vehicle over-night.
- All entrances or exits will be locked when not in use.
- Working areas designated as non-public can be taped off to prohibit access.
- All LITX employees shall have uniforms and/or I.D. badges for easy identification.

- Any damage will be immediately reported, and a written report will be issued to the proper personnel.
- As requested, we will supply 5 new desks for staff use. These desks are 24" deep x 68' wide x 30" tall. Each desk will have 2 pedestals that consist of pull-out box/box/file drawers for storage.

Reference: Available Equipment

(150) Rolling Book Carts (RBC's)
(20) Panel Carts
(75) Rolls of shrink wrap
(500) Boxes for staff belongings
(50) 4' x 2' x 2' Gondola moving Boxes
(50) 4-wheel dollies
(50) Moving blankets
(1) 26' Box Truck with hydraulic liftgate

Any additional equipment that may be required will be leased from our moving equipment supplier, (New Haven Moving Equipment), located in 18 major cities across the USA.



Rolling Book Cart – 370 linear inch capacity

Source of Work:

Currently we anticipate having two (2) Working Supervisors and eight (8) technicians on site to complete this project from start to finish.

Insurance:

LITX will supply Certificates of Insurance prior to start of work with our coverages for General Liability, Workers Compensation and Commercial Auto.

Cost and Terms:

Your investment includes all labor, planning, equipment, and expenses for the sum of two hundred six thousand two hundred thirty-five and 44/100, $ 206,235.44

Labor	$ 166,404.72
Equipment	$ 31,321.03
Desks and Freight	$ 6,584.50
Fuel	$ 1,925.19
TOTAL	$ 206,235.44

TERMS – Deposit of 50%. Balance – Net 30.

Hourly billing for additional work not previously agreed upon at award of contract - $65.00 per man hour plus and related travel expenses. This proposal is valid for 45 days.

Again, thank you for allowing Library Interiors of Texas the opportunity to present this proposal for your consideration. If I can assist by answering any questions or be of further service to you, please do not hesitate to call my office.

Respectfully,
Robert G. Williams

Robert G. Williams

Senior Project Advisor

Inventory of Items to be Relocated

Manager's Area

- Jake – desk, chair, and bookcase
- Katie Bev. – desk and chair
- Rachelle – desk and chair
- Erline – chairs
- Kathy – credenza, chair, and high-top table with stools
- Lesley – conference table
- Michelle – office furniture
- Jamie – office furniture

Staff Areas

- Donald – desk and chair
- Maria – desk and chair
- Savannah – desk and chair
- Lisa L. – desk and chair
- Youth area credenza
- Diana – desk chair

Building & Meeting Spaces

- Innovation Room – 20 tables, 40 chairs, and 2 whiteboards
- Wilhite tables
- Wilhite credenza
- Desk in Baytown Serves room
- Conference table in Baytown Serves room
- All chairs in the Wilhite room
- All chairs in the lounge – 3 tables, 12 chairs
- Table and chairs in the Oz Room
- 2 settees in the teen area (blue and green) – table, 6 chairs, and closet contents (books)
- Children's small round tables with red and blue plastic chairs
- Study room chairs
- Seating in new book area
- Seating in lobby
- 3 round tables in magazine alcove with 6 chairs
- Laptop cabinet
- Chairs only from Media Lab (new tables will be needed)
- Self-check and catalog tables
- Services Desk round desks
- Giant Clam
- Doll House
- Kid reading book statue
- 40 book carts

- Media/book return at entry
- Two computer credenzas
- White tables and red chairs

Kitchen & Custodial

- 2 refrigerators (kitchen)
- Ice maker
- Custodial cabinet
- Custodial – 3 carts
- Custodial – desk
- Custodial – ladder

Other Areas

- 4 sections of industrial shelving at back entry
- Craft Room
- Podcast Room – chairs and desk

EXHIBIT “B”

4/28/26

STERLING MUNICIPAL LIBRARY **CHOICE PARTNERS CONTRACT # 23/022MF**

PROJECT MANAGER

DAYS	$/HR	HR/DAY	PM'S	QUOTE
46	$ 90.00	8	2	$ 66,240.00

TECHS

DAYS	$/HR	HR/DAY	TECHS	
46	$ 55.00	8	8	$ 161,920.00

BOOK CARTS

QTY	$/DAY	DAYS	
150	$ 18.00	46	$ 124,200.00

TRUCK RENTAL BOX TRUCK

QTY	$/DAY	DAYS	
1	$ 350.00	45	$ 15,750.00

MILEAGE BOX TRUCK

MILES	$/MILE	
2300	$ 1.50	$ 3,450.00

MILEAGE COMPANY VEHICLES

MILES	$/MILE	VEHICLES	
2300	$ 1.50	2	$ 6,900.00
		SUB-TOTAL	$ 378,460.00
ADDITIONAL DISCOUNT			**$ (178,809.06)**
		TOTAL	**$ 199,650.94**

SMITH SYSTEM DESKS

QTY	LIST	TOTAL LIST	DISCOUNT	SELL EACH	TOTAL SELL
5	$ 1,767.00	$ 8,835.00	30%	$ 1,236.90	$ 6,184.50

FREIGHT

QTY	% OF SELL	
1	17.50%	$ 1,082.29
	SUB-TOTAL	$ 7,266.79
ADDITIONAL DISCOUNT		**$ (682.29)**
	TOTAL	**$ 6,584.50**

GRAND TOTAL $ 206,235.44

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1431522

Date Filed:
03/10/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Library Interiors of Texas, LLC
Lakeway, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Baytown

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
QT-6155
Relocation Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Taylor, Michael	Lakeway, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael Taylor, and my date of birth is 08/09/1986.

My address is 3503 Wild Cherry Dr, Lakeway (city), TX (state), 78738 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 10 day of March (month), 2026 (year).

M. Taylor

Signature of authorized agent of contracting business entity
(Declarant)

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF Texas §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Taylor [**FULL NAME**] (hereinafter Affiant), Texas President [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of Library Interiors of Texas [**CONTRACTING ENTITY'S CORPORATE/LEGAL NAME**] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with Sterling Municipal Library Move to Temp. Location [**DESCRIBE PROJECT OR MATTER**] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
☐ SOLE PROPRIETORSHIP	☐ NON-PROFIT CORPORATION
☐ CORPORATION	☐ UNINCORPORATED ASSN.
☐ PARTNERSHIP	
☐ LIMITED PARTNERSHIP	
☐ JOINT VENTURE	
☑ LIMITED LIABILITY COMPANY	
☐ OTHER (Specify type in space below):	

_____

_____

_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: Library Interiors of Texas

Business Address [NO./STREET] 3503 Wild Cherry Drive Ste 4

[CITY/STATE/ZIP CODE] Lakeway, TX 78738

Telephone Number (512) 964-2790

Email Address [OPTIONAL] dee@library.furniture

Residence Address [NO./STREET] 3503 Wild Cherry Drive Ste 4

[CITY/STATE/ZIP CODE] Lakeway,TX 78738

Telephone Number [OPTIONAL] (512) 964-2790

Email Address [OPTIONAL] dee@library.furniture

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: None

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information Contracting Entity and/or _____ [NAME OF

Orig. Dept.: _____ File/I.D. No.: _____

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Michael Taylor M. Taylor
Affiant

SWORN TO AND SUBSCRIBED before me this 27 day of February, 2026.

(Seal)

DELMARIUS STEELE
Notary ID #130805495
My Commission Expires
September 23, 2028

Delmarius Steele
Notary Public in and for the State of Texas

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

R:\Karen\Files\Contracts\Affidiavit of Ownership or Control.doc

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Michael Taylor, the undersigned representative of Library Interiors of Texas (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company 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 Company 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 Company 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.

In making this verification, I understand that the following definitions apply:

1. "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.

2. "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).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. 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
   b. 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:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) 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.

EXECUTED this the 27th day of February, 20 26.

Library Interiors of Texas
Company Name

M. Taylor
Signature

Michael Taylor/President
Printed Name/Title

DELMARIUS STEELE
Notary ID #130805495
My Commission Expires
September 23, 2028

STATE OF TX §
COUNTY OF Travis §

Before me, Michael Taylor, the undersigned notary public, on this day personally appeared Library Interiors of Texas, the President (Title) of Library Interiors of Texas (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 27th day of February, 20 26.

DELMARIUS STEELE
Notary ID #130805495
My Commission Expires
September 23, 2028

Delmarius Steele
Notary Public in and for the State of Texas

CCO 2023 V1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2026

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

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

PRODUCER	CONTACT NAME: WTW Certificate Center	
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B : Greenwich Insurance Company	22322
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Library Interiors of Texas
3503 Wild Cherry Drive Ste 4
Lakeway, TX 78738

COVERAGES **CERTIFICATE NUMBER:** W44106517 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			PGG7479575-01	11/06/2025	11/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PGA7479576-01	11/06/2025	11/06/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PWG7479574-01	11/06/2025	11/06/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of Baytown
2407 Market Street
Baytown, TX 77520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia A Forney

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CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Agreement for Sterling Municipal Library Relocation Services

Company Name: Library Interiors of Texas

Department: Library

Date: 06/15/2026 **Council Date:** 06/25/2026

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 — Director of Finance

06/15/2026 — 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 8. f.

Meeting Date: 06/25/2026

Subject: Consider an ordinance authorizing the purchase of Heating, Ventilation, and Air Conditioning - HVAC services for the Temporary Relocation of the City of Baytown Sterling Municipal Library from Buyboard Cooperative Purchasing Program contractor American Mechanical Services of Houston, LLC

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 Heating, Ventilation, and Air Conditioning - HVAC services for the Temporary Relocation of the City of Baytown Sterling Municipal Library from Buyboard Cooperative Purchasing Program contractor American Mechanical Services of Houston, LLC.

PREFACE

This proposed ordinance authorizes the purchase Heating, Ventilation, and Air Conditioning – "HVAC" services for the Temporary Relocation of the City of Baytown Sterling Municipal Library, from American Mechanical Services of Houston, LLC, in the amount of $197,531.25, through the Buyboard Cooperative Purchasing Program contract #733-24.

The Sterling Municipal Library is scheduled for renovations; therefore, the library will temporarily be relocated. The former San Jacinto Elementary School located at 2615 Virginia Street, Baytown, Texas, will be the temporary location. Goose Creek Consolidated Independent School District ("GGCISD"), has agreed to lease the building to the City.

American Mechanical Services of Houston will be performing the following renovations to the HVAC system, for preventive maintenance services associated with the temporary relocation of the Baytown Sterling Municipal Library. These services are designed to ensure reliable of the HVAC system operation, extend equipment lifespan, and maintain comfort and efficiency within the facility.

Scope of Preventive Maintenance Services:
Water-Source Heat Pumps (25 Units)
•Inspect and clean air filters.
•Inspect blower motors, belts, and assemblies.
•Check refrigerant pressures and operating temperatures.
•Inspect electrical connections, contactors, and controls.
•Inspect condensate drains and pans; clear as required.
•Verify proper water flow and entering/leaving water temperatures.
•Inspect coils and heat exchangers; clean as necessary.
•Test unit safeties and operating controls.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	27055011-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$197,531.25
Fiscal Impact (Additional Information):	

Attachments

Ordinance - HVAC for Library move
Quote - American Mechanical Services of Houston LLC- HVAC Services for temporary relocation of Sterling Municipal Library
Buy Board Contract #733-24 American Mechanical Services of Houston LLC
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A TOTAL PAYMENT NOT TO EXCEED ONE-HUNDRED, NINETY-SEVEN THOUSAND, FIVE-HUNDRED, THIRTY-ONE AND 25/100 DOLLARS ($197,531.25) TO AMERICAN MECHANICAL SERVICES OF HOUSTON, LLC THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE HEATING, VENTILATION, AND AIR CONDITIONING SERVICES FOR THE TEMPORARY RELOCATION OF THE CITY OF BAYTOWN STERLING MUNICIPAL LIBRARY; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a member of cooperative purchasing programs established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the 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 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 a total payment not to exceed ONE-HUNDRED, NINETY-SEVEN THOUSAND, FIVE-HUNDRED, THIRTY-ONE AND 25/100 DOLLARS ($197,531.25) to American Mechanical Services of Houston, LLC through the Buyboard Cooperative Purchasing Program for the purchase of heating, ventilation, and air conditioning (HVAC) services for the Temporary Relocation of the City of Baytown Sterling Municipal Library.

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 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

American Mechanical Services LLC

Trade Services BuyBoard Contract 733-24

Proposal for Preventive Maintenance Services

Sterling Library Relocation – City of Baytown

Submitted by: American Mechanical Services

Prepared by: Brian Kisiel

Date: April 23, 2026

---

1. Introduction

American Mechanical Services is pleased to submit this proposal to the City of Baytown for preventive maintenance services associated with the relocation of the Sterling Library. This program is designed to ensure reliable HVAC system operation, extend equipment lifespan, and maintain comfort and efficiency within the facility.

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2. Equipment Covered

Preventive maintenance services will be provided for the following systems and components:

- (25) Water-Source Heat Pumps
- (25) Thermostats
- (25) Low-voltage thermostat wiring assemblies

---

3. Scope of Preventive Maintenance Services

A. Water-Source Heat Pumps (25 Units)

- Inspect and clean air filters
- Inspect blower motors, belts, and assemblies
- Check refrigerant pressures and operating temperatures
- Inspect electrical connections, contactors, and controls
- Inspect condensate drains and pans; clear as required
- Verify proper water flow and entering/leaving water temperatures
- Inspect coils and heat exchangers; clean as necessary
- Test unit safeties and operating controls

B. Thermostats (25 Units)

- Test thermostat operation and calibration
- Verify communication with associated HVAC equipment
- Inspect mounting and settings

C. Low-Voltage Thermostat Wiring (25 Runs)

- Inspect wiring for integrity, terminations, and damage
- Verify proper voltage and signal continuity
- Correct minor wiring issues as needed to support normal operation

---

4. Exclusions

This proposal excludes repairs, replacement parts, emergency service, or corrective maintenance beyond routine preventive tasks. Any deficiencies identified will be documented and quoted separately for approval prior to repair.

---

5. Reporting and Documentation

Upon completion of scheduled maintenance visits, American Mechanical Services will provide:

- Condition assessments for all maintained equipment
- Recorded operational data where applicable
- Identified deficiencies and recommended corrective actions

---

6. Pricing

Total Preventive Maintenance Cost:

$197,531.25

---

7. Acceptance

Accepted By: _____

Title: _____

Date: _____

Thank you,

Brian Kisiel

American Mechanical Services

Brian Kisiel
"Call Kisiel"
Executive Account Manager
American Mechanical Services of Houston, LLC
U.S. ARMY Veteran
TXST '04
M# 832.474.4277
O# 281.403.1701
E: bkisiel@amsofusa.com

HVAC Equipment, Supplies, and Installation of HVAC Equipment BuyBoard Contract 720-23
Trade Services BuyBoard Contract 733-24

May 6, 2026

Maintenance (All Trades) and Job Order Contracting (JOC-IDIQ) Single Trade Component 24/047TC-04

25010401 Trades, Labor, and Materials (NON-JOC)
25010402 Trades, Labor, and Materials (JOC)

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 1, 2026

Sent via email to: rhenry@amsofusa.com

Bob Henry
American Mechanical Holdings Inc dba American Mechanical Services of Houston LLC
13627 Stafford Road
Stafford, TX 77477

Re: Trade Services
BuyBoard Contract 733-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Trade Services, Contract 733-24, for which the current term is set to expire March 31, 2026. At this time, the BuyBoard is renewing your contract through March 31, 2027. 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 contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by TASB TASA TML TEXAS MUNICIPAL LEAGUE TASBO

Menu

Vendor Contract Information Summary

Vendor	American Mechanical Holdings Inc dba American Mechanical Services of Houston LLC
Contact	Bob Henry
Phone	281-403-1701
Email	rhenry@amsofusa.com
Vendor Website	www.amsofusa.com
TIN	20-5070025
Address Line 1	13627 Stafford Road
Vendor City	Stafford
Vendor Zip	77477
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	2, 3, 4, 5, 6, 10, 11, 12, 13, 15, 20
States	Texas
Contract Name	Trade Services
Contract No.	733-24
Effective	04/01/2024
Expiration	03/31/2027
Accepts RFQs	Yes

4/21/2026 8:54 AM

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

City of Baytown Library Relocation (Temporary). HVAC Services

Project Name:

Company Name: American Mechanical Services of Houston, LLC

Department: Public Works/Engineering/BAWA

Date: 05/14/2026 **Council Date:** 06/11/2026

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 — 05/14/2026 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 8. g.

Meeting Date: 06/25/2026

Subject: Consider an ordinance authorizing a one-year Maintenance Agreement with Stryker Corporation for the maintenance and repair of certain EMS equipment

Prepared for: Kenneth Dobson, Fire **Prepared by:** Ryan Tucker, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing a one-year Maintenance Agreement with Stryker Corporation for the maintenance and repair of certain EMS equipment.

PREFACE

The proposed ordinance authorizes a one-year Maintenance Agreement with Stryker Corporation for parts, labor, travel, preventative maintenance, battery service, and smart equipment management services for certain Stryker Corporation EMS equipment including: Stair Chair, Power Load, PowerPro, and Lucas devices.

Fiscal Impact

Fiscal Year:	2025-2026
Acct Code:	10002023-53005
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$43,594
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Stryker-EMS maintenance
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, FIVE-HUNDRED, NINETY-FOUR AND 00/100 DOLLARS ($43,594.00) TO STRYKER CORPORATION FOR A ONE-YEAR MAINTENANCE AGREEMENT FOR MAINTENANCE AND REPAIR OF EMS EQUIPMENT; 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, authorizes payment in an amount not to exceed FORTY-THREE THOUSAND, FIVE-HUNDRED, NINETY-FOUR AND 00/100 DOLLARS ($43,594.00) to Stryker Corporation for a one-year Maintenance Agreement for maintenance and repair of EMS equipment.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing a one-year Maintenance Agreement with Stryker Corporation for the maintenance and repair of certain EMS equipment

Company Name: Skyler Sales, LLC

Department: Fire

Date: 06/08/2026 **Council Date:** 06/25/2026

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 — Date: 06/08/2026

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 8. h.

Meeting Date: 06/25/2026
Subject: ILA with the City of Houston for FIFA World Cup reimbursement
Prepared for: Kenneth Dobson, Fire **Prepared by:** Ryan Tucker, Fire
Department: Fire

Information

ITEM

Consider an ordinance approving an Interlocal Agreement with the City of Houston for reimbursement for staffing, apparatus, and supplies for the 2026 FIFA World Cup.

PREFACE

Consider an ordinance approving an Interlocal Agreement with the City of Houston for reimbursement to the City of Baytown for Fire Department and Hazardous Materials Team staffing, apparatus, and supplies for the 2026 FIFA World Cup.

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 - COH FIFA ILA
COH.FIFA.Ordinance

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 THE CITY OF HOUSTON FOR REIMBURSEMENT FOR STAFFING, APPARATUS, AND SUPPLIES FOR THE 2026 FIFA WORLD CUP; 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 the City of Houston for reimbursement for staffing, apparatus, and supplies for the 2026 FIFA World Cup. 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

City of Houston, Texas Ordinance No. _____

AN ORDINANCE AUTHORIZING AND APPROVING A FORM OF INTERLOCAL AGREEMENT RELATED TO THE FIFA WORLD CUP GRANT PROGRAM TO BE EXECUTED BY HARRIS COUNTY AND OTHER ENTITIES; AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL AGREEMENTS WITH OTHER PARTICIPATING GOVERNMENTS RELATED TO THE PROGRAM; ALLOCATING THE SUM OF $16,635,000.00 OUT OF FIFA WORLD CUP GRANT PROGRAM FUNDS TO THE AFOREMENTIONED AGREEMENTS; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

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

Section 1. That the City Council hereby appropriates and allocates a total of $**16,635,000.00** in Office of the Governor FIFA World Cup Grant Program (Grant No. 5852701) funds to pay costs incurred pursuant to the agreements described in the title of this Ordinance.

Section 2. The City Council hereby approves and authorizes the contract, amendment, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto, if any, and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The Director of the Director of Office of Public Safety and Homeland Security, in consultation with the City Attorney, is hereby authorized to execute ministerial or supplementary documents and to take any administrative actions necessary under said contracts and agreements on behalf of the City of Houston without further authorization from City Council, so long as those actions do not impair the intended purpose of the contracts, agreements, or undertakings or require the appropriation, allocation, or expenditure of any additional funds.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contracts, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. The total allocation for the contracts, agreements, or other undertakings approved and authorized hereby shall never exceed **$16,635,000.00** unless and until this sum is increased by ordinance of City Council.

Section 6. The City Council takes cognizance of the fact that to facilitate prompt administration of the agreements described in the title of this Ordinance, it may be necessary to increase or decrease the allocations from one agreement to another. Accordingly, the Director of the Office of Public Safety and Homeland Security or his or her designee, from time to time, may increase or decrease the final amounts for each agreement and shall notify the City Controller of the increase or decrease for each agreement, as applicable. Upon receipt of such notification, the City Controller shall approve the amended allocation. The Director is authorized to increase or decrease the allocations, without further authorization from City Council, provided: (a) the aggregated total amount allocated to all of the agreements authorized by this Ordinance shall not exceed the maximum provided in Section 5 of this Ordinance and (b) sufficient funds remain

allocated to pay each provider for any costs, fees, or services actually performed or incurred under each agreement with each provider, but not already paid for by the City.

Section 8. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED ON _____

APPROVED ON _____

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is: _____.

ATTEST:

_____
City Secretary of the City of Houston

CITY OF HOUSTON, TEXAS
Signed by:

_____
Mayor of the City of Houston

APPROVED AS TO FORM:

_____
Assistant City Attorney
LD-CON-000000

CITY COUNCIL MEETING 8. i.

Meeting Date: 06/25/2026
Subject: Fire Department Uniforms
Prepared for: Kenneth Dobson, Fire **Prepared by:** Lola Przymus, Fire
Department: Fire

Information

ITEM

Consider an ordinance authorizing the purchase of Fire Department Uniforms from Impact Promotional Services, through the Purchasing Cooperative, Buyboard.

PREFACE

This proposed ordinance authorizes the purchase of Fire Department Uniforms from Impact Promotional Service, using the Purchasing Cooperative BuyBoard, under BuyBoard Contract 773-25, for an amount not to exceed $155,000.00.

Fiscal Impact

Fiscal Year:	2026/2027
Acct Code:	10002023-52009
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	155,000

Fiscal Impact (Additional Information):
FY 26 - $20,000
FY 27 - $135,000

Attachments

Ordinance Authorizing Purchase of Fire Department Uniforms
BuyBoard Renewal 2026-2027 - Impact Promotional Services
Certificate of Insurance
Affidavit of Ownership
Code Verifications & 1295
CIQ
Co-Op Letter
Buy Board Contract
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF FIRE DEPARTMENT UNIFORMS FROM IMPACT PROMOTIONAL SERVICES, LLC THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #773-25, AND AUTHORIZING PAYMENT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($155,000.00); 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 BuyBoard 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 purchase of Fire Department uniforms from Impact Promotional Services, LLC through the purchasing cooperative BuyBoard Program, Contract #773-25, and authorizing payment not to exceed ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($155,000.00).

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 21, 2026

Sent via email to: rhonda@gycuniforms.com

Rhonda Harvey
Impact Promotional Services dba Got You Covered Work Wear and Uniforms
1110 E Lancaster Ave
Fort Worth TX 76102

Re: Uniforms and Accessories
BuyBoard Contract 773-25

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 773-25 effective July 1, 2025 through June 30, 2026, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through June 30, 2027.

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 contractadmin@buyboard.com 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.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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

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

PRODUCER

State Farm

Sloan Clark
3309 Winthrop Ave Suite 85
Fort Worth TX 76116

CONTACT NAME: Sloan Clark
PHONE (A/C, No, Ext): 817-560-3344 **FAX (A/C, No):**
E-MAIL ADDRESS: sloan.clark.qbj0@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

IMPACT PROMOTIONAL SERVICES, LLC
1110 E LANCASTER AVE
FORT WORTH TX 761026630

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	93-KZ-M269-4	06/05/2026	06/05/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	0031628-SFX-43 475 2079-E17-43B	05/16/2026 05/17/2026	11/16/2026 11/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N/A		93-E8-W181-0	11/17/2025	11/17/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

Certificate Holder is Additional Insured

CERTIFICATE HOLDER

City of Baytown
2401 Market Street
Baytown TX 77520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sloan T. Clark

This form was system-generated on 06/01/2026 .

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Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF TEXAS §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. McCarthy SR. [**FULL NAME**] (hereinafter "Affiant"), TEXAS MANAGING PARTNER [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of IMPACT PROMOTIONAL SERVICES LLC [**CONTRACTING ENTITY'S CORPORATE/LEGAL NAME**] ("Contracting Entity"), who being by me duly sworn on oath stated as follows: dba: GOT YOU COVERED WORKWEAR & UNIFORMS

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with Uniforms [**DESCRIBE PROJECT OR MATTER**] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
☐ SOLE PROPRIETORSHIP	☐ NON-PROFIT CORPORATION
☐ CORPORATION	☐ UNINCORPORATED ASSN.
☐ PARTNERSHIP	
☐ LIMITED PARTNERSHIP	
☐ JOINT VENTURE	
☑ LIMITED LIABILITY COMPANY	
☐ OTHER (Specify type in space below):	

_____

_____

_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: Impact Promotional Services LLC

Business Address [NO./STREET] 1110 E. Lancaster Ave

[CITY/STATE/ZIP CODE] Ft. Worth, TX 76102

Telephone Number (817) 336-0692

Email Address [OPTIONAL] RMccarthy@q4cuniforms.com

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information
Contracting Entity and/or
_____ [NAME OF

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 1 day of June, 2026

(Seal)

DEANNA M SMITH
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06/10/29
NOTARY ID 133051016

_____
Notary Public in and for the State of Texas

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Rhonda L Harvey, the undersigned representative of Impact Promotional, Services LLC dba Got You Covered Work Wear & Uniforms (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company 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 Company 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 Company 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.

In making this verification, I understand that the following definitions apply:

1. "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.

2. "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).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. 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
   b. 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:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) 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.

EXECUTED this the 1st day of June, 2026

Impact Promotional Services LLC dba Got You Covered Work Wear & Uniforms
Company Name

Rhonda L. Harvey
Signature

Rhonda L Harvey / Director Sales Contracts
Printed Name/Title

STATE OF Texas §
COUNTY OF Parker §

Before me, Jimmie Sue Lawson, the undersigned notary public, on this day personally appeared Rhonda L. Harvey, the Director (Title) of Impact Promotional Services LLC (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 1st day of June, 2026

JIMMIE SUE LAWSON
Notary Public
State of Texas
ID # 1021670-4
My Comm. Expires 08-07-2027

Jimmie Sue Lawson
Notary Public in and for the State of Texas

CCO 2023 V1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1466166

Date Filed:
05/22/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Impact Promotional Services dba Got You Covered Workwear & Uniforms
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Baytown

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
773-25
Uniforms and Accessories

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Rhonda L Harvey, and my date of birth is 17 January 1967.

My address is 1110 E Lancaster Ave, Fort Worth (city), TX (state), 76102 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 22 day of May (month), 20 26 (year).

Rhonda L Harvey

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Impact Promotional Services
dba Cat Your Covered Workwear + Uniforms

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Rhonda L Harvey

Signature of vendor doing business with the governmental entity

22 May 2026

Date

CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

Purchasing Cooperative Agreement

Between Impact Promotional Service (vendor) and the City of Baytown

Impact Promotional Service (vendor), using Cooperative Contract

773-25 (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Uniforms and Accessories

at the prices listed: 15% off MSRP
(please include separate list, if required)

Got You Covered Work We
Vendor (company)

Rhonda L Harvey
Vendor representative printed Name

Rhonda L. Harvey
Representative Signature

22 May 2026
Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Rhonda Harvey
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms
1110 E Lancaster Ave
Fort Worth, TX 76102

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, 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. 773-25 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.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have 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 to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by:

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Uniforms and Accessories	**Proposal Due Date/Opening Date and Time** January 23, 2025, at 4:00 PM
Proposal Invitation Number 773-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term July 1, 2025, through June 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** April 2025

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.

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms
Name of Proposing Company

10 January 2025
Date

1110 E Lancaster Ave
Street Address

Rhonda L. Harvey
Signature of Authorized Company Official

Fort Worth, Texas 76102
City, State, Zip

Rhonda L Harvey
Printed Name of Authorized Company Official

817 336 0692 ext 111
Telephone Number of Authorized Company Official

Director Sales & Contracts
Position or Title of Authorized Company Official

817 549 3911
Fax Number of Authorized Company Official

75-2926987
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:

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: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☑ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☑ Yes ☐ No

Initial:

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), 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). 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).

"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).

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:

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:

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:

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial: _____

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. 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: _____

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:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial:

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: _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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:**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage 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 www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. 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 equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

13. 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:

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

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms
Company Name

Rhonda L. Harvey
Signature of Authorized Company Official

Rhonda L Harvey, Director Sales & Contracts
Printed Name and Title

10 January 2025
Date

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

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: Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms

*(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: 75-2926987
*(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.)* (dba) Got You Covered Work Wear & Uniforms

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Impact Promotional Services

2 Business name/disregarded entity name, if different from above.

dba Got You Covered Work Wear and Uniforms

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1110 E Lancaster Avenue

6 City, state, and ZIP code

Fort Worth, Texas 76102

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	2	9	2	6	9	8	7

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** [signature] **Date** 9/17/2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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: $ 5,955,400. (The period of the 12-month period is 1/2024 / 1/2025). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	Y	Y - 4 Years - North TX Share	Uniforms/Accessories/ Equipment/Duty Gear

☐ **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 (%): 15% **Proposed Discount (%):** 15%

Explanation: Offer to remain the same

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.	City of El Paso -Fire Dept	Robert Saavedra	915-212-5132	saavadrard@elpasotexas.gov	15-20%	$500k
2.	City of Abilene- Fire	J Sanders	325-669-1536	j.sanders@abilenetx.gov	15%	$85K
3.	City of Fort Worth - Fire / PD	Alma Izzaguire	817-392-6863	alma.izaguirre@fortworthtexas.gov	15-20%	$500K
4.	City of Arlington - Fire /PD	Brock Klein	817-459-5704	brock.klein@arlington.tx.gov	15-20%	$250k
5.	Tarrant County Constable	Don Carter Jr	214-668-5410	dlcarter2@tarrantcountytx.gov	15%	$75K

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:

Discounts may increase from 15-20% when volume dictates. Example: pant order for base stock ,no hem, increase discount to 17-20% based on quantity over 100 pair.

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.)

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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.

Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms	773-25
Name of Vendor	Proposal Invitation Number
Rhonda L. Harvey	Rhonda L Harvey
Signature of Authorized Company Official	Printed Name of Authorized Company Official

10 January 2025
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)
Got You Covered Work Wear & Uniforms Fort Worth Store	Kyle Miller, General Manager	1200 E Lancaster Ave Fort Worth Texas 76102 817-336-0692 / F 817-549-3911 kylemiller@gycuniforms.com
Got You Covered Work Wear & Uniforms Houston Store	Isaiah Mullins, General Manager	10795 Hammerly Blvd Ste 330 Houston Tx 77043 346-433-8800 / F 817-549-3911 isaiahmullins@gycuniforms.com

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

Not Applicable

P.O. Box 400, Austin, Texas 78767
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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

24 Years

Impact Promotonal Services, INC - structure change to LLC

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.

24 years of experience in the industry, with staff of 40 plus at two locations, 2 warehouses, and 2 production facilities. Staff has respectively 4- 30 years or more experience in their fields and roles. Multiple team members capable of assisting with project development and technical requests for contract.

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.

Buy Board Contract information is shared at every agency meeting. We participate in at least 10 Industry Conferences annually where Buy Board information is shared and provided. Marketing media that has been provided by Buy Board is utilized during events and meetings to share the contract opportunity.

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.

Company has been doing business since 2001. Financial strength is good. Insurance attached for review. No bankruptcy, receivership or insolvency for firm.

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.

Not Applicable

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.

City of Denton - Fire Dept - terminated no cause - request for price increase due to manufacturer Workrite substantial price increase, non renewed for 2nd term. November 2021

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.

Not Applicable

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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** NA
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ 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.*

Impact Promotional Service, LLC
dba Got You Covered Work Wear and Uniforms
1110 E Lancaster Avenue, Fort Worth, TX 76102
(817) 336-0692
info@gycuniforms.com

Company Information:
Impact Promotional Services, LLC
dba Got You Covered Work Wear & Uniforms
1110 E. Lancaster Avenue
Fort Worth, TX 76102

FEIN: 75-2926987
DUNS #00-690-2686
RESALE: 17529269874

Impact Promotional Services, Inc., was founded March 13, 2001. The legal entity changed to Impact Promotional Services, LLC, dba Got You Covered Workwear and Uniforms on April 1, 2017.

Owner's Information:
Robert "Bob" M. McCarthy Sr., 50% Owner
Elizabeth McCarthy, 50% Owner
Email: rmccarthy@gycuniforms.com

Bank Information:
Texas Security Bank
1212 Turtle Creek Blvd.
Dallas, Texas 75207

Michael Castaldo
469.398.4803

Contact Information:

Robert McCarthy, President		Email: rmccarthy@gycuniforms.com
Director – Sales Contracts / Fort Worth Location:	Rhonda Harvey	Email: rhonda@gycuniforms.com
General Manager/Fort Worth Location:	Kyle Miller	Email: kylemiller@gycuniforms.com
General Manager/Houston Location:	Isaiah Mullins	Email: isaiahmullins@gycuniforms.com
Accounting Manager:	Carole Loman	Email: cloman@gycuniforms.com
Accounts Receivable Contact:	Grace Perez	Email: ar@gycuniforms.com
Sales Service and Information:		Email: info@gycuniforms.com
Invoices may be delivered to:		Email: ap@gycuniforms.com

A purchase order number is required on all invoices. Invoices without a purchase order number will be returned.

Trade References:
Blauer
20 Aberdeen Street
Boston, MA 02215
Contact: Owen Polleys
Phone: 800.225.6715
Fax: 617.536.6948
Account No: 6300
Email: opolleys@blauer.com

5.11
62789 Collection Center Drive
Chicago, IL 60693-0627
Contact: Victoria Sioxson
Phone: 866.451.1726
Fax: 209.552.7358
Account No: USA20235
Email: VictoriaS@511tactical.com

Premier Emblem & Insignia
2111 West Avenue
San Antonio, TX 78201
Phone: 800.823.4774
Fax: 800.631.2774
Account No: D-IMP 105
Email: terri@premier-emblem.com

Point Blank
2102 SW 2nd. Street
Pompano Beach, FL 33069
Phone: 800.413.5155
Account No: GYC1200
Email: djonas@pbearmor.com

Got You Covered Uniforms Information

Contact:	Rhonda L Harvey
Address:	1110 E Lancaster Ave Fort Worth, TX 76102
Phone:	(817) 336-0692
Fax:	(817) 549-3911
Email:	rhonda@gycuniforms.com
Web Address:	www.gycuniforms.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rhonda L Harvey
Signature

rhonda@gycuniforms.com
Email

Submitted at 1/23/2025 07:25:20 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 773-25, Uniforms and Accessories

Buy Board 773-25-1.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com/vendor 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. (DO NOT password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

GYC-Product-Price List 2025-January.xlsx

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(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. (DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

2025 GYC Customization Price List.xlsx

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. (DO NOT password protect uploaded files.)

Company Profile

GYC Company Information-Trade References - FW-Houston.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.) (DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 - Impact Promotional Services, LLC (2024).pdf

REQUIRED-In PDF format, upload W-9 form. (DO NOT password protect uploaded files.)

Response Attachments

GYC_Presentation_2024.pdf

Company Presentation

COI for IMPACT PROMOTIONAL BUSINESS.pdf

COI Business

COI for IMPACT PROMOTIONAL WORKMAN'S COMP.pdf

COI Workman's Comp

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 752926987
2	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 **No 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 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. 2276), 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). 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).

"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).

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.

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 **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.

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*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

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*

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

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

Rhonda

14 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Harvey

15 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

rhonda@gycuniforms.com

16 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

1110 E Lancaster Ave

17 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Fort Worth

18 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

19 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

76102

20 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

817-336-0692

21 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

111

22 **Company Website**

Company Website (www.XXXXX.com)

www.gycuniforms.com

23 **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

24 **Purchase Order E-mail Address**

Purchase Order E-mail Address

rhonda@gycuniforms.com

25 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Rhonda

26 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Harvey

27 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

817-336-0692

28 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

111

29 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

kylemiller@gycuniforms.com

30 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Kyle

31 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Miller

32 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

8173360692

33 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

34 **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.

Yes

35 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

36 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

rhonda@gycuniforms.com

37 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Rhonda

38 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Harvey

39 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

8173360692

40 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

111

41 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

kylemiller@gycuniforms.com

42 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Kyle

43 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Miller

44 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

8173360692

45 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

46 **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**.

47 **Invoices**

Please choose only one (1) 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

48 **Invoice Company Name**

Invoice Company Name

Impact Promotional Services LLC

49 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

50 **Invoice Contact - First Name**

Invoice Contact - First Name

Carole

51 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Loman

52 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1110 E Lancaster Ave

53 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Fort Worth

54 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

55 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

76102

56 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

8173360692

57 **Invoice Contact Extension Number**

Invoice Contact Extension Number

104

58 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

8175493911

59 **Invoice Contact E-mail Address**

Invoice Contact E-mail

ap@gycuniforms.com

60 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

cloman@gycuniforms.com

61 **Billing Agent Company Name**

Billing Agent Company Name

No response

62 **Billing Agent Department Name**

Billing Agent Department Name

No response

63 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

64 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

65 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

66 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

67 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

68 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

69 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

70 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

71 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

72 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

73 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

74 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

75 **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 Days

76 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

77 **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.

attached

78 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

79 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

80 **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.

81 **Company Name**

Company Name

Got You Covered Uniforms

82 **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.

I will serve all Regions of Texas

83 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

84 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

85 **Region 3**

Region 3 - Victoria

☐ *Region 3*

86 **Region 4**

Region 4 - Houston

☐ *Region 4*

87 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

88 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

89	**Region 7** Region 7 - Kilgore ☐ *Region 7*
90	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
91	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
92	**Region 10** Region 10 - Richardson ☐ *Region 10*
93	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
94	**Region 12** Region 12 - Waco ☐ *Region 12*
95	**Region 13** Region 13 - Austin ☐ *Region 13*
96	**Region 14** Region 14 - Abilene ☐ *Region 14*
97	**Region 15** Region 15 - San Angelo ☐ *Region 15*
98	**Region 16** Region 16 - Amarillo ☐ *Region 16*
99	**Region 17** Region 17 - Lubbock ☐ *Region 17*
100	**Region 18** Region 18 - Midland ☐ *Region 18*

101

Region 19

Region 19 - El Paso

☐ *Region 19*

102

Region 20

Region 20 - San Antonio

☐ *Region 20*

103

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.*

104

Company Name

Company Name

Got You Covered Uniforms

105

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.

I will not serve all states in the United States

106

Alabama

Alabama

☐ *Alabama*

107

Alaska

Alaska

☐ *Alaska*

108

Arizona

Arizona

☐ *Arizona*

109

Arkansas

Arkansas

☐ *Arkansas*

110	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
111	**Colorado** Colorado ☐ *Colorado*
112	**Connecticut** Connecticut ☐ *Connecticut*
113	**Delaware** Delaware ☐ *Delaware*
114	**District of Columbia** District of Columbia ☐ *District of Columbia*
115	**Florida** Florida ☐ *Florida*
116	**Georgia** Georgia ☐ *Georgia*
117	**Hawaii** Hawaii ☐ *Hawaii*
118	**Idaho** Idaho ☐ *Idaho*
119	**Illinois** Illinois ☐ *Illinois*
120	**Indiana** Indiana ☐ *Indiana*
121	**Iowa** Iowa ☐ *Iowa*

122	**Kansas** Kansas ☐ *Kansas*
123	**Kentucky** Kentucky ☐ *Kentucky*
124	**Louisiana** Louisiana ☐ *Louisiana*
125	**Maine** Maine ☐ *Maine*
126	**Maryland** Maryland ☐ *Maryland*
127	**Massachusetts** Massachusetts ☐ *Massachusetts*
128	**Michigan** Michigan ☐ *Michigan*
129	**Minnesota** Minnesota ☐ *Minnesota*
130	**Mississippi** Mississippi ☐ *Mississippi*
131	**Missouri** Missouri ☐ *Missouri*
132	**Montana** Montana ☐ *Montana*
133	**Nebraska** Nebraska ☐ *Nebraska*

134	**Nevada** Nevada ☐ *Nevada*
135	**New Hampshire** New Hampshire ☐ *New Hampshire*
136	**New Jersey** New Jersey ☐ *New Jersey*
137	**New Mexico** New Mexico ☐ *New Mexico*
138	**New York** New York ☐ *New York*
139	**North Carolina** North Carolina ☐ *North Carolina*
140	**North Dakota** North Dakota ☐ *North Dakota*
141	**Ohio** Ohio ☐ *Ohio*
142	**Oklahoma** Oklahoma ☐ *Oklahoma*
143	**Oregon** Oregon ☐ *Oregon*
144	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
145	**Rhode Island** Rhode Island ☐ *Rhode Island*

146	**South Carolina** South Carolina ☐ *South Carolina*
147	**South Dakota** South Dakota ☐ *South Dakota*
148	**Tennessee** Tennessee ☐ *Tennessee*
149	**Texas** Texas ☑ Texas
150	**Utah** Utah ☐ *Utah*
151	**Vermont** Vermont ☐ *Vermont*
152	**Virginia** Virginia ☐ *Virginia*
153	**Washington** Washington ☐ *Washington*
154	**West Virginia** West Virginia ☐ *West Virginia*
155	**Wisconsin** Wisconsin ☐ *Wisconsin*
156	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Band Uniforms, Related Supplies, and Accessories**. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Flag Corps Uniforms, Related Supplies, and Accessories**. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories** (dresses, tuxedos, jackets, pants). Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Show Choir Wear, Related Supplies, and Accessories**. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Cheerleading Uniforms, Related Supplies, and Accessories**. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories**. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Dancewear, Related Supplies, and Accessories**. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms). Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Got You Covered Uniforms List

10 **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Got You Covered Uniforms List

11 **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12 **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Got You Covered Uniforms List

13

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Got You Covered Uniforms List

14

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Got You Covered Uniforms List

16

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Industrial Towels.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Got You Covered Uniforms List

18

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Public Safety** (police, fire, EMS, security, etc.) **Uniforms, Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Custodial and Maintenance Uniforms** (Industrial Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Food Service Uniforms, Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Medical and Nursing Uniforms, Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Business/Career Apparel Uniforms** (Executive Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Towels.** Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Mats** (various sizes and colors, with or without logo). Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Mop Service** (treated/untreated; various sizes). Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Add-ons/Fees for Uniform Rental Agreements** (name tags, prep, emblem, environmental/energy, initial set up, swing suit, minimum stop size, image guard. and deposit charges/fees). Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. **State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of All Other Work Related Uniforms, Related Supplies, and Accessories** not listed above. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. **State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of All Other Industrial Uniforms, Related Products, Supplies and Accessories** not listed above. Catalog/Price list 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/price list 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/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Response Total: $0.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Fire Department Uniforms

Project Name:

Company Name: Impact Promotional Services, LLC

Department: Fire

Date: 06/09/2026 **Council Date:** 06/25/2026

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 McKee 06/09/2026

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 8. j.

Meeting Date: 06/25/2026

Subject: Consider an ordinance approving an agreement between the Baytown Area Water Authority and Baker Wotring LLP for review of legal, regulatory issues, options and technical support for water supply evaluation/study

Prepared for: Scott Lemond, Legal

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance approving an agreement between the Baytown Area Water Authority and Baker Wotring LLP for review of legal, regulatory issues, options and technical support for water supply evaluation/study.

PREFACE

The proposed ordinance approves an agreement between BAWA and Baker Wotring LLP in an amount not to exceed $1,000,000 for review of legal, regulatory issues, options and technical support for water supply evaluation/study. The BAWA Board approved this agreement on June 17, 2026.

Fiscal Impact

Fiscal Year: 2026

Acct Code: Multiple

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

Funds Budgeted Y/N:

Amount Needed: 1,000,000

Fiscal Impact (Additional Information):

The amount will be funded through the reallocation of existing bond proceeds and available cash funds.

Reallocations:
BAWA2606-2024RVBAWA-ENGINEERIN-C.O./BONDS
35427030-56973 - $711,160

BAWA2606-BAWACIPFUN-ENGINEERIN-OPERATCASH
35107030-56973 - $300,000

Attachments

Ord - Authorizing retention of Baker Wotring by BAWA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING A LEGAL SERVICES RETENTION AGREEMENT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND BAKER WOTRING L.L.P. FOR LITIGATION AND LEGAL SERVICES AND APPROVING PAYMENT BY THE BAYTOWN AREA WATER AUTHORITY IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000.00); 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 June 17, 2026, the Board of Directors of BAWA met and approved a Legal Services Retention Agreement with Baker Wotring, L.L.P.; 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 the City Council of the City of Baytown, Texas, hereby approves a Legal Services Retention Agreement between BAWA and Baker Wotring, L.L.P., for litigation and legal services. A copy of said agreement 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 approves payment by BAWA for the engagement of Baker Wotring, L.L.P. in an amount not to exceed ONE MILLION DOLLARS ($1,000,000.00).

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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

CITY COUNCIL MEETING 8. k.

Meeting Date: 06/25/2026

Subject: Consider an ordinance authorizing a Professional Service Agreement for Project Management and Staff Augmentation services for the Central District Wastewater Treatment Plant Projects with Teague, Nall, and Perkins, Inc.

Prepared for: Rafael Errisuriz, Public Works/Engineering/BAWA, C.I.P

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a Professional Service Agreement for Project Management and Staff Augmentation services for the Central District Wastewater Treatment Plant Projects with Teague, Nall, and Perkins, Inc.

PREFACE

This proposed ordinance authorizes a Professional Services Agreement with Teague, Nall, and Perkins, Inc. ("TNP") to provide project management and staff augmentation services for the Central District Wastewater Treatment Plant (CDWWTP) Improvements Program, including the Off-Site and On-Site Generator Improvements, Aeration and Blower Improvements, Clarifier Improvements, and Solids Handling Improvements. The agreement amount is not to exceed $600,000.00.

TNP will serve as an extension of City staff and provide project management support throughout the design, bidding, and construction phases of the program. Services include coordination with the City's owner's representative and design consultants, schedule and budget monitoring, design and constructability reviews, procurement support, stakeholder coordination, construction administration support, and project closeout services.

These four projects are critical improvements to the City's wastewater treatment infrastructure and are intended to enhance system reliability, operational efficiency, and regulatory compliance at the Central District Wastewater Treatment Plant. Staff recommends approval of the agreement with TNP to support the successful delivery of these projects.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 45123170-56938
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $132,300.00
Fiscal Impact (Additional Information):
Project Ledger: WWTP2603-2024COWAST-PROFSERVIC-C.O./BONDS

Fiscal Year: 2026
Acct Code: 45123170-56938
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $193,680.00
Fiscal Impact (Additional Information):
Project Ledger: WWTP2604-2024COWAST-PROFSERVIC-C.O./BONDS

Fiscal Year:	2026
Acct Code:	45123170-56938
Source of Funds (Operating/Capital/Bonds):	Bonds
Funds Budgeted Y/N:	Y
Amount Needed:	$179,520.00

Fiscal Impact (Additional Information):
Project Ledger: WWTP2605-2024COWAST-PROFSERVIC-C.O./BONDS

Fiscal Year:	2026
Acct Code:	45123170-56938
Source of Funds (Operating/Capital/Bonds):	Bonds
Funds Budgeted Y/N:	Y
Amount Needed:	$94,500.00

Fiscal Impact (Additional Information):
Project Ledger: WWTP2606-2024COWAST-PROFSERVIC-C.O./BONDS

Attachments

Ordinance Authorizing PSA with Teague, Nall and Perkins for Central District WWTP
Exhibit A - Agreement - Teague, Nall, and Perkins, Inc. - Central Dist. WWTP
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE, NALL, AND PERKINS, INC. FOR PROJECT MANAGEMENT AND STAFF AUGMENTATION SERVICES FOR THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT PROJECTS IN AN AMOUNT NOT TO EXCEED SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00); 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 Teague, Nall, and Perkins, Inc. for project management and staff augmentation services for the Central District Wastewater Treatment Plant Projects. 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 Teague, Nall, and Perkins, Inc, in a total amount not to exceed SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 25th day of June, 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 Teague, Nall and Perkins, Inc. (TNP) , (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Project Management and Staff Augmentation services for the Central District Wastewater Treatment Plant Projects; Off-Site and On-Site Generator Improvements, Aeration and Blower Improvements, Clarifier Improvements, and Solids Handling Improvements (the "Work") for and on behalf of the City.

a. This Agreement shall commence on the date of execution by the City Manager or his designee and shall terminate the earlier of: (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) One hundred four (104) weeks following execution by the City Manager or his designee; or (c) Termination of this Agreement under Paragraph 11.

b. The scope of the Work is detailed in Exhibit "A."

c. Compensation and professional fees are detailed in Exhibit "B."

d. The time schedules for the Work are specified in Exhibit "C."

e. 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 as detailed in Exhibit "B."

b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable Reimbursable Expenses include:

(a) Hard copy reproductions, copies, and/or binding costs;
(b) Postage;
(c) Mileage, for travel from Consultant's local office 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 have been approved in writing by the City.

(2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.

d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.

e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

a. Consultant's Project Manager
Consultant shall designate Sarah Torres, P.E., to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.

b. Licensed and Registered Architects/Engineers
Consultant shall keep full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, 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 order for any necessary equipment is made by the City or that the construction specified is bid by the City.

(ii) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

(iii) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five (5) years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.

(iv) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.

(v) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.

(vi) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.

(vii) 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.

(viii) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

(ix) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit "B" will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

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

a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

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

1. Commercial General Liability
   - General Aggregate: $2,000,000
   - Products & Completed Operations Aggregate: $2,000,000
   - Personal & Advertising Injury: $1,000,000
   - Per Occurrence: $1,000,000
   - Fire Damage $500,000
   - Waiver of Subrogation required
   - Coverage shall be broad form
   - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

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

3. Errors and Omissions
   - Limit: $1,000,000 per claim and annual aggregate
   - For all architects, engineers, and/or design companies
   - Claims-made form is acceptable
   - Coverage will be in force for one (1) year after completion of the Project
   - Waiver of Subrogation required

4. Workers' Compensation
   - Statutory Limits
   - Employer's Liability $500,000
   - Waiver of Subrogation required

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

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

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

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

4. Each insurance policy shall be endorsed to state that coverage shall not be canceled or non-renewed except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT 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-, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 130.002.

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 Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager 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.

12. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor, and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so

contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

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.

15. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. Verifications

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. 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. 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. Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for $50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of

three (3) years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen (15) days of the City's request therefor. Should the City request copies of the records, Consultant may redact employee social security numbers and/or addresses. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

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

20. Notices

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

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

For the City:

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

For Consultant:

Teague, Nall and Perkins, Inc.
Attn: John Dean
1221 Park West Gren Drive, Suite 100
Katy, Texas 77493

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

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

22. No Right to Arbitration

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

23. Waiver

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

24. Complete Agreement

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

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager 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.

26. Headings

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

27. Severability

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

28. Ambiguities

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

29. Authority

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the __ day of _____, 20__, the date of execution by the City Manager 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:

TEAGUE, NALL AND PERKINS, INC. (TNP)

(Signature)

John Dean

(Printed Name)

Vice President

(Title)

STATE OF TX §
§
COUNTY OF Montgomery §

Before me on this day personally appeared John Dean, in his/her capacity as Vice President of TNP, on behalf of such TNP,

- ☐ known to me;
- ☐ proved to me on the oath of _____; or
- ☒ proved to me through his/her current Drivers License {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 4th day of June, 2026

Notary Public in and for the State of TX

TASHA JOLENE KLEINHANS
Notary ID #135508233
My Commission Expires
March 25, 2029

EXHITBIT A:
SCOPE OF WORK

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services necessary for the development of the project.

TNP will perform Project Management in an effort to progress Baytown projects through design, bidding and construction phases. Listed below are specific tasks related to these goals:

Central District Wastewater Treatment Plant (CDWWTP) projects:

1. TNP will not complete technical review of the Wastewater Treatment Plant designs. TNP will only review the engineering plans, specifications, and estimates for thoroughness and completeness at each submittal.
2. The City of Baytown has retained BGE, Inc. as their owner's representative who will be responsible for technical review of these projects.
3. TNP will work with the City and the design consultants to combine the Aeration & Blower Improvements, Clarifier Improvements, and Solids Handlings Improvements projects into one design package with three funding sources. The Off-Site & On-Site Generators will be a stand-alone project to allow it to move forward as quickly as possible.
4. Sarah Torres, P.E. from TNP will be given a City email and access to Energov to assist with scheduling and City staff coordination.

<u>Throughout the design phase, TNP will:</u>

1. Research the capital improvement plan projects through reports and documentation provided by the City. Assist the City in establishing and writing fixed fee professional service agreements for the design consultant. TNP will not be involved in negotiations for contract amounts.
2. Verify project goals, objectives, and any special conditions with the City. Coordinate with selected City Staff to establish roles, whom is to be copied on correspondence and data, etc. Provide project charter to internal stakeholders as determined by the City.
3. Ensure that bid phase services are included in the engineering design consultant's contract.
4. Coordinate with Staff and Purchasing to make sure all documentation needed by the engineering design consultant is provided.
5. Schedule and attend a scoping meeting with the City selected engineering design firm as a representative for the City. The scoping meeting is to be conducted by the City selected engineering design firm. TNP will provide meeting documentation to City staff for their records.
6. Resolve questions regarding project scope and specifics.
7. Review the design consultant's invoices for approval on a monthly basis throughout the life of the project.
8. Review project scope submitted by the selected design consultant for completeness, costs, schedule, and contract terms. Provide a recommendation to staff regarding the scope.
9. Follow-up on contract procedures as necessary.
10. Schedule and attend a project kick off meeting with the design consultant and their subconsultants. The design consultant will conduct the meeting, provide meeting agenda and

meeting minutes. TNP will provide the project checklist, title block, city project number, City engineering specifications, and City logo.

11. **30% submittal:** checklist review of engineering plans, specification table of contents, draft geotechnical report, utility conflict list, right of way acquisition (if necessary), opinion of probable construction cost (with a 30% contingency), schedule update.
    a. Review for thoroughness and completeness. Technical review to be performed by the City's owner's representative consultant (BGE).
    b. Coordinate with City staff and BGE to set up a Bluebeam Session for review of the 30% submittal plans and documents.
    c. TNP will compile comments and responses then hold a review meeting with design consultant, relevant City staff and BGE to discuss unresolved comments or questions.
12. **60% submittal:** checklist review of responses to previous comments, engineering plans, design specifications, geotechnical report, updated utility conflict list, right of way acquisition, opinion of probable construction cost (to include 25% Contingency), schedule update.
    a. Review for thoroughness and completeness. Technical review to be performed by the City's owner's representative consultant (BGE).
    b. Verify previous comments all have responses within the Bluebeam Session.
    c. Coordinate with City staff and BGE to set up a Bluebeam Session for review of the 60% plans and documents.
    d. TNP will compile comments and responses then hold a review meeting with design consultant, relevant City staff and BGE to discuss unresolved comments or questions.
    e. TNP will provide highlights for the City's capital improvement plan website.
    f. TNP will serve as the liaison between the design consultant and the City departments that handle ROW, easements, and franchise utility coordination to initiate ROW acquisition and utility relocation, if necessary.
13. **90% submittal:** checklist review of responses to previous comments, engineering plans, design specifications, geotechnical report, updated utility conflict list, right of way acquisition, opinion of probable construction cost (to include 20% Contingency), schedule update
    a. Review for thoroughness and completeness. Technical review to be performed by the City's owner's representative consultant (BGE).
    b. Verify previous comments all have responses within the Bluebeam Session.
    c. Coordinate with City staff and BGE to set up a Bluebeam Session for review of the 90% plans and documents.
    d. TNP will compile comments and responses then hold a review meeting with design consultant, relevant City staff and BGE to discuss unresolved comments or questions.
    e. TNP will provide highlights for the City's capital improvement website.
14. **100% submittal:** checklist review of responses to previous comments, engineering plans, design specifications, and engineering estimates are to be signed and sealed by the design consultant.
    a. TNP will conduct a final review for thoroughness and completeness. Technical review to be performed by the City's owner's representative consultant (BGE).
    b. TNP will coordinate with the City, BGE and the design consultant to get all remaining comments addressed so the plans, specification and project documents can be

submitted to Baytown's Technical Review Committee for review and Director's Signature.

15. TNP will follow up and check the status on project required permits on a monthly basis to help ensure that all permits and approvals are in place by the time the project is ready to proceed to the construction phase. TNP will work with the design consultant the City to assist in the acquisition of the permits and approvals required for the project.

Throughout the bid phase, TNP will:

1. Follow up that plans are going through the procurement process as documented in the City's flow chart.
2. Attend Pre-Bid Meeting as an extension of City staff and provide documentation. The design consultant will conduct the meeting and provide a meeting agenda and meeting minutes.
3. Follow up with design consultant throughout the bidding process to ensure progress.
4. Review Bids provided by the design consultant for thoroughness and completeness. Review bid tabs for accounting accuracy.
5. Follow up on construction contract to ensure the City's processes are followed.
6. The design consultant is responsible for making the recommendation of award to the City.

Throughout the construction phase, TNP will:

1. Be provided with a Procore license by the City of Baytown to facilitate requests for information and submittals.
2. Serve as the liaison between the contractor, design engineer, and the Materials Testing Contractor (pre-selected for the project by the Client) to establish materials testing procedures and the schedule for testing throughout the duration of construction.
3. Track plan changes and forward conformed plans from the design consultant to the contractor.
4. Review contract between the City and the Contractor and ensure the City's processes are followed.
5. Conduct Preconstruction meeting, provide meeting agenda and meeting minutes.
6. Coordinate with the design consultant to review, revise and approve the contractor's schedule of values and cash flow schedule
7. Update Procore status with Submittals and RFIs. Ensure that the design consultant is providing timely responses.
8. Verify Contractor has permitting for temporary water sources (hydrant meters), road closures for equipment, notifies citizens of work, pictures of project area before construction, etc.
9. Schedule monthly construction progress meetings. Provide agenda and summary of meeting documentation.
10. Verify that the contractor provides documentation confirming that new equipment and facilities have been properly calibrated and commissioned. If necessary, TNP will participate in witness testing of equipment and facilities.
11. Verify Substantial Completion. Provide follow up for contract closeout and Record Drawings.
12. Verify that the contractor follows the proper project closeout procedure and ensure the process is performed in a timely manner.

13. Schedule 6 month and 1-year site visits with the City and design consultant to perform warranty inspections.

Any other Project related requirements can be completed on an hourly basis. An hourly rate chart is provided.

EXHIBIT B:
STANDARD RATE SCHEDULE

Effective December 15, 2025 *

This proposal is not to exceed $600,000.00

Engineering/ROW	Hourly Billing Rate
Intern	$95.00
Clerical	$100.00
ROW Tech	$120.00
CAD Technician	$130.00
Title Agent	$135.00
Engineer I/II	$150.00
Landscape Designer	$150.00
ROW Agent	$155.00
Senior CAD Technician	$165.00
Engineer III/IV	$180.00
Designer	$190.00
IT Technician	$190.00
Senior ROW Agent	$195.00
Relocation Agent	$195.00
Project Engineer	$205.00
Senior Designer	$205.00
Structural Engineer	$240.00
Project Manager	$245.00
ROW Manager	$265.00
Senior Engineer	$290.00
Senior Structural Engineer	$295.00
Senior Project Manager	$300.00
Team Leader	$310.00
Principal or Director	$340.00

Surveying	Hourly Billing Rate
Flagger	$75.00
Survey Technician	$145.00
Abstractor (Property Deed Research)	$145.00
S.I.T. or Senior Survey Technician	$160.00
Field Coordinator	$165.00
1-Person Field Crew w/Equipment**	$170.00
2-Person Field Crew w/Equipment**	$220.00
Registered Professional Land Surveyor (RPLS)	$280.00
3-Person Field Crew w/Equipment**	$295.00
Terrestrial Scanning Equipment & Crew	$300.00
Survey Manager	$340.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	$500.00

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* *Rates shown are effective as of December 15, 2025 and are subject to change.*

** *Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

*** *Includes crew labor, vehicle costs, designation equipment, and field supplies.*

EXHIBIT C:
PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule and subsequent level of effort on a weekly basis:

Based on our experience, we anticipate performing an average of 20 hours of project management per week on the central district wastewater treatment plant projects. This amount will vary as the projects work their way through design, bidding, and construction phases. TNP will work with the design consultant to develop and maintain an overall project schedule throughout the life of the projects. The expected life of the projects is 104 weeks. If the City of Baytown and the Consultant agree, it is allowable to pause services, if needed, due to delays in construction funding or lead times.

TNP anticipated the project schedule below for the design, bidding and construction of the projects:

WWTP 2603 CDWWTP - Off-Site Generator Improvements
WWTP2604: CCWWTP - Aeration & Blower Improvements
WWTP 2605 CDWWTP - Clarifier Improvements
WWTP2606: CDWWTP - Solids Handling Improvements

Stage	*Anticipated Schedule*
Design	30% Design (3 months) / 60% Design (3 months) / Final Design (3 months)
Bid	(2 months)
Construction	(12 months)

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Central District Wastewater Treatment Plant
WWTP2603 - Off-site and On-site Generator Improvements
WWTP2604 - Aeration & Blower Improvements
WWTP2605 - Clarifier Improvements

Company Name: Teague, Nall, and Perkins, Inc.

Department: Public Works/Engineering/BAWA

Date: 06/10/2026 **Council Date:** 06/25/2026

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 — Date: 06/10/2026

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 8. 1.

Meeting Date: 06/25/2026

Subject: Consider a resolution authorizing a professional service agreement for the State of Texas General Land Office Community Development Block Grant – Mitigation (CDBG-MIT-MOD) Grant No. 24-065-089-E765

Prepared for: Rafael Errisuriz, Public Works/Engineering/BAWA, C.I.P

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider a resolution authorizing a professional service agreement to DCCM North America, LLC., for the State of Texas General Land Office Community Development Block Grant - Mitigation - Method of Distribution (CDBG-MIT-MOD) Grant No. 24-065-089-E765.

PREFACE

This proposed resolution authorizes a professional service agreement in an amount not to exceed $329,963.00 with DCCM North America, LLC., for engineering services associated with the City's Community Development Block Grant – Mitigation – Method of Distribution (CDBG-MIT-MOD) Grant No. 24-065-089-E765 through the Texas General Land Office. The City of Baytown will be responsible for funding anything over and above this amount for the duration of the project.

The CDBG grant funds in the amount of $2,686,900.00 include improvements to Cedar Landing Lift Station, Staples Lift Station, and the partial reconstruction of Oak Leaf Drive.

The General Land Office Community Development Block Grant requires implementation by professionals experienced in completion of federally funded projects. In order to identify qualified and responsive providers for these services, a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with Texas Community Development Block Grant requirements. The proposals received by the due date have been reviewed to determine the most qualified and responsive provider for the professional service and DCCM North America, LLC was selected through that process.

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

Resolution - DCCM - GLO CDBG
Response to RFQ - DCCM North America, LLC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES PROVIDER CONTRACT FOR GENERAL LAND OFFICE (GLO) CONTRACT 24-065-089- E765; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown, Texas has a contract through the Community Development Block Grant (CDBG) Program through the General Land Office of the State of Texas; and

WHEREAS, the contract requires implementation by professionals experienced in completion of federally funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services, a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with Texas CDBG requirements; and

WHEREAS the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for the professional service;

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

Section 1: That DCCM North America, LLC. be awarded a contract to provide engineering services for the 2024 CDBG MIT-MOD 24-065-089-E765.

Section 2: That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider.

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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

DCCM



STATEMENT OF QUALIFICATIONS

CITY OF BAYTOWN

Professional Services Oak Leaf and Lift Station Engineering
RFQ No. 25-0814

September 23, 2025



2019 STREET RECONSTRUCTION
City of Baytown | Baytown, Texas

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September 23, 2025

City of Baytown
Attn: Gerald Pierce
2401 Market Street
Baytown, Texas 77520

RE: Request for Qualifications for Professional Services Oak Leaf and Lift Station Engineering
Solicitation Number: 25-0814

Dear Selection Committee:

DCCM fully understands the urgent need for flood abatement and infrastructure improvements in the City of Baytown. Recent severe rainfall events have exposed the vulnerability of critical wastewater facilities and the surrounding roadways, threatening reliable sewage service for residents and highlighting the relationship between infrastructure resilience, public health, and community well-being. DCCM is seeking to enter an agreement to provide these critical services for the Staples Lift Station, Dykes Lift Station, Cedar Landing Lift Station, Cedar Bayou Lift Station, and the Oak Leaf Drive reconstruction.

As a leading Texas-based infrastructure services provider, DCCM is prepared to deliver reliable, cost-effective, and timely solutions for your lift station and roadway challenges. Our team is not only ready and committed to supporting the City of Baytown's goals for increased flood resilience, while ensuring operational continuity throughout this essential project. DCCM's trusted and experienced team will inspire confidence that your infrastructure projects are in the right hands.

As a native Baytown resident, David Hamilton, PE, will lead the DCCM team as Project Principal with a passion for his hometown and more than 20 years of experience delivering quality engineering to the city. Since 2001, David has served as Project Principal and has overseen the design of more than 60 projects for the City of Baytown.

DCCM offers a proven project team with a wide range of engineering experience that will bring success to any project we are asked to complete. The team is led by Project Director Jim Cartwright, PE, ENV SP, with Tommy Cromer, PE, as Roadway Project Manager, and Li Chen, PE, as Lift Station Infrastructure Project Manager. Our project managers are supported by our internal staff of more than 1,200 employees and subconsultants, including Geotest Engineering (Minority Business Enterprise [MBE] and Disadvantaged Business Enterprise [DBE]) for geotechnical and environmental; Kalluri Group (MBE) for electrical services; and C.N. Koehl Urban Forestry for tree protection services. As you review our statement of qualifications, you will find that we offer key experience that will prove to be an asset to the City of Baytown:

- A current, strong working relationship with the City of Baytown.
- A project team that has worked together on roadway and wastewater projects, providing superior services on time and on budget.
- Knowledge of the City of Baytown's standards and expectations.
- An in-house private utility design department with subsurface utility engineering (SUE) capabilities.

DCCM is registered to provide engineering services in the State of Texas (TxEng F-22899) and does not have a record of substandard work or unethical practices within the last 5 years. We are excited to serve the City of Baytown once again and continue our long-term, successful relationship. We look forward to serving in this challenging role to improve resiliency in mobility and sustainable economic opportunity for all.

Sincerely,

DCCM

David Hamilton, PE
Principal

FIRM STABILITY AND APPROACH

DCCM

LEGAL FIRM NAME
DCCM North America, LLC

DATE OF INCORPORATION
January 1, 2021

REGISTRATION
TxEng F-22899

HEADQUARTERS
1800 Post Oak Boulevard, Suite 450
Houston, Texas 77056
713.874.9162
info@dccm.com

CONTACT
David Hamilton, PE
Principal
713.869.3433
dhamilton@dccm.com

FAMILY OF COMPANIES
14 firms, 47 locations

COMPLETED PROJECTS
50,000+

PERSONNEL
1,200+

DCCM.com

DCCM IS FOCUSED ON ONE GOAL:
HELPING OUR CLIENTS ACHIEVE THEIRS

COMPANY PROFILE AND FIRM STABILITY

DCCM is a design, consulting, and construction management services provider that focuses on infrastructure marketplaces across the United States. Through a family of complementary brand companies, DCCM serves a variety of end markets while offering a national reach. Additionally, through strategic acquisitions and investments, as well as in the organic growth of our partner companies, DCCM can offer increasing depths of services across its growing customer base. We are focused on one goal: helping our clients succeed. With our design, consulting, program, and construction management services, we tailor solutions to get your project off the ground.

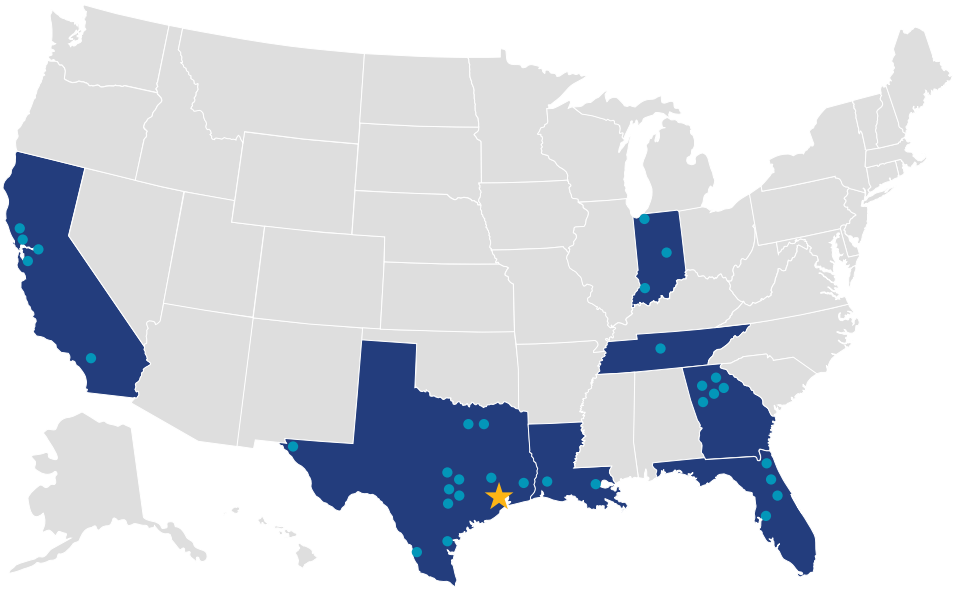
We offer comprehensive planning, design, and construction oversight services for a variety of infrastructure projects. These services include studies, preliminary engineering, and schematic layouts; final design, preparation of plans, specifications, and bid documents; permitting; bidding and negotiating; and construction management and administration.

DCCM brings demonstrated technical strength and a project portfolio that directly aligns with the City of Baytown's needs. The firm's professionals have extensive experience addressing the complexities of wastewater lift station design, rehabilitation, and flood mitigation. All engineering work is performed in accordance with Texas Commission on Environmental Quality (TCEQ) standards.

When it comes to roadways, the firm's credentials include new construction, corridors and intersections, major reconstruction, and flood resilience work in urban and high-traffic settings. DCCM is recognized for delivering road, bridge, and drainage improvements efficiently for state, county, and municipal entities.

We continue our sustained success by reliably delivering the best infrastructure knowledge for our clients. Our stability hinges on factors such as strong project management, subject expertise, skilled and adaptable engineering teams, adherence to quality standards, and a sound financial foundation.

FIRM LOCATIONS



PROJECT APPROACH



LIFT STATION PROJECT APPROACH

PROJECT UNDERSTANDING AND CRITICAL ISSUES

The roadway and four lift stations improvement projects address a set of critical challenges central to the City of Baytown's mission of providing resilient water and wastewater infrastructure for the region. The project sites are vulnerable to flooding during rain events that inundate Cedar Bayou and its surrounding drainage channels.

The project's dual focus is (1) significantly enhancing flood resilience by elevating all critical electrical and control infrastructure above the 500-year flood elevation, and (2) reconstructing Oak Leaf Drive to manage and improve conveyance of stormwater during large rain events. Key issues include maintaining uninterrupted wastewater service throughout construction, providing sustainability for system capacity under future flow scenarios, executing system integration and demolition activities without service downtime, reducing future operation and maintenance effort and expense, and ensuring full compliance with any local, state, or federal funding requirements, U.S. Army Corps of Engineers and Federal Emergency Management Agency (USACE/FEMA) partnership requirements, regional mitigation programs, and environmental regulations.

TECHNICAL APPROACH AND METHODOLOGY

Our technical methodology incorporates a comprehensive sequence of engineering, management, and compliance activities tailored to the City of Baytown's technical and operational needs.

Flood Elevation Analysis and Site Survey: We begin with mobilizing to perform a topographical survey of the site and analysis of data to understand the risk of the existing 100-year and 500-year floodplain limits and elevations, benchmarking against any record flood elevations.

Flood Resilience and Mitigation Design: Critical equipment, including the control panel, pumps, terminal boxes, generator, and automatic transfer switch, will be elevated a minimum of 24 inches above the 500-year base flood elevation in accordance with the City of Baytown's Hazard Mitigation Plan, Action Item BAY7. Consistent with best practices and USACE guidance, we will analyze multiple flood mitigation and storm hardening options, such as flood-tight hatches, sealed penetrations, drainage improvements, and utilizing natural gas generators for backup power. Structural and electrical designs will address both flood loads and operational needs, providing continued access and maintenance post-event. Due to the location of several of the lift station sites near residential areas, sound attenuation, site security, and visibility will be considered where generators or elevated platforms are required.

Site Access and Emergency Operations: On-site diesel storage is typically sized for 24 to 48 hours of generator operation. During tropical storms, when flooding and prolonged power outages are common, diesel trucks cannot access flood-prone sites to refill the storage tank, leaving the facility without power. We will consider several design options to ensure continuous lift station operation during flooding and power loss, including but not limited to: increasing on-site diesel storage for emergencies, switching to a natural gas generator, or providing a bypass pump with its own power source. Our aim is to balance the operational flexibility of the lift stations with the City of Baytown's emergency procedures, allowing for continued wastewater conveyance during heavy rain events, while minimizing future operation and maintenance costs.

Lift Station Operational Plan and Sequencing: Due to the limited space available at the lift station sites for construction, we expect to require bypass pumping as part of the construction contract, to be provided by the contractor. So the city is able to provide continual

wastewater service for the residents during the duration of construction. However, during the preliminary engineering phase, we will consider whether providing continual wastewater service using temporary pump controls is feasible as opposed to bypass pumping, which can be costly for extended durations. We will coordinate with the City of Baytown operations team so all desired control functions are integrated into the design.

Permitting and Environmental Compliance: All design activities will consider National Environmental Policy Act (NEPA), USACE, and hazardous, toxic, and radioactive waste requirements as needed, including full environmental due diligence, hazardous material assessment, and regulated waste management planning. Permit coordination, regulatory interface, and submittal tracking will be structured to protect public health and minimize scheduling risk.

Constructability and Service Continuity: Phased construction planning to maintain service will include a detailed sequencing narrative, including demolition, elevated platform construction, and electrical service switchover. Through close coordination with the City of Baytown operations staff, an optimal location for any new elevated service platforms will be selected.

Detailed bypass pumping plans, contingency provisions, and communication protocols with the City of Baytown operations staff will support continuity of service throughout the project.

We will provide expertise based on our experience with similar flood-resilient lift station upgrades and federally funded infrastructure projects, where proactive stakeholder engagement and agile response to in-field conditions have been proven in practice.



DCCM installed a new lift station and force main to divert wastewater to the existing Southwest Water Reclamation Facility for the City of League City's Countryside WWTP, keeping the community safe.

OAK LEAF DRIVE AND TWISTED OAK STREET ROADWAY DESIGN APPROACH

PROJECT UNDERSTANDING AND CRITICAL ISSUES

The roadway design scope includes replacing 1,700 linear feet of roadway along Oak Leaf Drive and Twisted Oak Street, located east of Cedar Bayou and west of SH 146. This section of two-lane roadway with roadside ditches will be improved to enhance drainage capacity and reduce flood risk during severe rainfall events.

TECHNICAL APPROACH AND METHODOLOGY

Based on a detailed topographic survey, the design team will address existing drainage issues by establishing appropriate ditch flowlines, regrading side slopes, maximizing bottom widths and adjusting culvert elevations as needed. All improvements will comply with the City of Baytown's standards and specifications.

Based on a detailed topographic survey, the design team will collect topographic data, identify apparent right-of-way (ROW) limits, and complete a geotechnical investigation to support the final design. Existing drainage issues will be addressed by establishing appropriate ditch flowlines, regrading side slopes in accordance with City of Baytown standards, maximizing bottom widths, and adjusting culvert elevations as needed. Ditch flowlines will be optimized to enhance hydraulic capacity, and outfalls to Cedar Bayou will be evaluated to improve overall drainage system efficiency. All improvements will comply with the City of Baytown's standards and specifications.

Existing culverts will be replaced with appropriately sized alternatives to address issues caused by undersized, damaged, or silted-in pipes. The design will consider alternative culvert materials, such as reinforced concrete pipe (RCP) and high-density polyethylene (HDPE) to determine the best long-term value. Erosion control measures, including hydro-mulching, will be used on regraded slopes.

To make pavement more sustainable, it is recommended to replace the existing asphalt roadway with concrete pavement that matches recently constructed segments. Pavement thickness will be engineered based on geotechnical findings. The design is anticipated to closely match existing roadway elevations and widths to minimize grading issues and driveway impacts. Fast-track concrete methods will be used for rapid driveway reconstruction to reduce access disruptions for residents.

A critical objective of the design is avoiding utility conflicts. The team will perform comprehensive utility research and assessments during the survey phase to accurately locate public and private utilities. Coordination with utility providers

will begin on day one of the project. SUE will be performed at key conflict points to mitigate construction delays.

MILESTONE DELIVERABLES FOR ROADWAY AND LIFT STATION PROJECTS

Preliminary Phase and 30% Design: Our approach begins with a kickoff meeting with City of Baytown staff to establish project goals, confirm client expectations, and set communication protocols. A preliminary engineering report will be provided at the 30% milestone and will include the following:

- Confirmation of project design criteria, including key equipment elevations
- Flood plain mitigation/stormwater requirements
- Proposed site plan with elevated controls, generator, and automatic transfer switch (as needed)
- Preliminary instrumentation and control narratives
- Condition analysis of the existing wet well structure
- Preliminary section views of the new elevated equipment
- Geotechnical report with foundation recommendations
- Preliminary opinion of probable construction cost (OPCC) with value engineering options

60% Design Phase: DCCM will incorporate feedback received from City of Baytown personnel on the 30% design and PER and continue refining the design plans. Emphasis during the 60% design phase is placed on coordination among disciplines (civil, structural, mechanical, electrical, and instrumentation), constructability, construction sequencing, and clarity of operation. Key items in the 60% milestone submittal include:

- Civil site plans, including site grading, yard piping, drainage, and fencing/security
- Preliminary P&IDs
- Mechanical plan, section, and details
- Construction staging areas
- Updated OPCC
- Draft Construction Sequencing and Operation Plan

90% Design Phase: The 90% design phase involves final coordination of all technical design components, incorporation of construction sequencing and constructability considerations, and preparation of the project manual. Key items in the 90% milestone submittal include:

- Full construction plan set and specifications
- Draft project manual
- Updated OPCC with final design report
- Project schedule review
- A meeting will be held with City of Baytown staff to receive design comments and overall feedback prior to completing final project documents

100% Design Phase – Bid ready documents and bid phase services: At the completion of the 100% design phase, we will deliver the following:

- TCEQ project approval letters
- HCFCD project approval (if applicable)
- Final design report with final OPCC and project schedule
- Sealed construction plans and specifications
- Final project manual
- Bid phase services (attend pre-bid, respond to questions, addenda, bid evaluation, and recommendation)

Construction Phase Services: We understand construction management will be led by City of Baytown personnel; however, we are committed to an active partnership throughout the construction phase. We will provide the following limited construction phase services:

- Attend construction kickoff meetings, monthly progress meetings, and regular site visits
- Review submittals and shop drawings
- Respond to contractor questions and request for information (RFIs)
- Prepare punch-list items from substantial and final completion walkthroughs
- Start-up coordination, including SCADA and instrumentation oversight
- Record drawings

EXPERIENCE AND CAPABILITY TO DELIVER

Our team has a proven history of lift station improvement projects that integrate flood resilience, power redundancy, and federal compliance. Recent work includes flood mitigation and post- Hurricane Harvey disaster recovery efforts for major Gulf Coast utilities, channel modifications under USACE partnership agreements, and lift station consolidations completed without service interruptions. We are experienced in rapid federally funded disaster recovery, relying on clear documentation, proactive stakeholder and agency coordination, and ongoing compliance monitoring.

Our experience and capability in delivering roadway improvement projects is evident in our work for numerous cities, counties, and state agencies throughout Texas and beyond. DCCM's experience covers new roadway design, widening, and reconstruction, with a focus on safety, cost-effectiveness, and minimizing construction impacts. We manage all aspects of roadway projects, from planning and design through construction, using established project management methods and a history of successful, on-time delivery.

KEY PERSONNEL AND QUALIFICATIONS

City of Baytown

Project Principal
David Hamilton, PE [DC]

Project Director
Jim Cartwright, PE, ENV SP [DC]

QA/QC | Technical Advisor
David Kubala, PE, ENV SP [DC]

Lift Station Infrastructure Project Manager
Li Chen, PE [DC]

Roadway/Drainage Infrastructure Project Manager
Tommy Cromer, PE [DC]

Lift Station/Site Civil Design
Miles Fabian, PE [DC]

Electrical Design
Wade Hubble, PE [KG]

Structural Design
James Hornsby, PE [DC]

Roadway Design
Aaron Moore, PE, ENV SP [DC]

Drainage Design
Adam Rodriguez, PE, CFM [DC]

Traffic Engineering
Jack Shick, PE, PTOE [DC]

Tree Protection
Craig Koehl [CK]

Utility Coordination
Raven Payour [DC]

SUE
John Jaeger [DC]

Geotechnical
Mohan Ballagere, PE [GT]

Environmental
Naresh Kolli, PE [GT]

Archaeological
James Hughey, RPA [GP]

Construction Phase Services
Aaron Moore, PE, ENV SP [DC]
Miles Fabian, PE [DC]
Wade Hubble, PE [KG]

Survey
Steve Williams, RPLS [DC]

Firm Key

[DC] DCCM
[CK] C.N. Koehl Urban Forestry
[GT] Geotest Engineering **(MBE/DBE/HUB)**
[GP] Gray and Pape
[KG] Kalluri Group **(MBE)**

JIM **CARTWRIGHT, PE, ENV SP**

PROJECT DIRECTOR



FIRM
DCCM

EXPERIENCE
33 years

EDUCATION
BS, Civil Engineering – Texas Tech University

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 84596 – Exp. 12/31/2025

Envision Sustainability Professional, No. 43966 – Exp. 03/11/2026

BACKGROUND
Jim has extensive experience in the engineering design and construction administration of civil engineering projects. He has been responsible for the civil design and construction of public and private infrastructure projects, including water and sanitary sewer plant facilities, waterline and sanitary sewer trunk lines, site development projects, drainage and detention facilities, and recreation areas. He has directed the planning, engineering, and construction of numerous projects in and around southeast Texas including City of Conroe, City of Houston, City of Katy, City of Missouri City, City of Pearland, City of Richmond, City of Rosenberg, City of Seabrook, Brazoria County, Chambers County, Fort Bend County, Galveston County, Harris County, and Montgomery County.

SANITARY LIFT STATIONS

HARRIS COUNTY MUD 249 | SPRING, TEXAS

Jim served as Project Manager for pavement and drainage design for two subregional sanitary sewer pump stations in Spring. These pump stations replaced aging temporary treatment plants that had reached the end of their useful life. One was constructed at Bayer Park and the other at Northland Shopping Center. The new facilities improved air quality and redirected wastewater to the community's regional WTP. *Construction cost: $1.2 million*

VARIOUS SANITARY SEWER IMPROVEMENTS

HARRIS COUNTY MUD 33 | ALDINE, TEXAS

Jim served as Project Manager for preparing a post-construction storm water pollution prevention plan for the wastewater treatment plant. He updated the district's CIP, Emergency Preparedness Plan (EPP), Drought Contingency Plan (DCP), and Water Conservation Plan (WCP). In addition, he prepared, submitted, and received approval from TCEQ for the 2 MGD wastewater treatment plant. He designed facility maps of the district's existing water and sewer lines. *Construction cost: $1.4 million*

VARIOUS WATER DISTRIBUTION REHABILITATIONS

HARRIS COUNTY MUD 33 | ALDINE, TEXAS

Jim served as Project Manager for performing a water well study and rehabilitation of both of the district's existing water wells. He reviewed development projects submitted by developers seeking water and sewer service. Jim engineered plans for emergency water and paving repairs on Greens Road and Gears Road. He prepared, submitted, and received approval for bond applications for the district's capital projects. In addition, he managed the construction of the expansion of the water plant and the rehabilitation of a large portion of the district's sanitary sewer. *Construction cost: $3.2 million*

KINGSLAND BOULEVARD RECONSTRUCTION

MILLS CORPORATION | KATY, TEXAS

Jim served as Project Engineer responsible for designing water, wastewater, storm sewer, and street systems along a one-mile segment of Kingsland Boulevard in south Katy. His responsibilities included horizontal and vertical alignments for a 1 million-cubic-yard detention pond, water line, sanitary sewer, storm sewer, a 3,500-linear-foot offsite drainage channel, and four-lane pavement. This project provided secondary access to a 640-acre outlet mall and surrounding commercial development. *Construction cost: $3.7 million*

TOMBALL ISD WATER PLANT

TOMBALL ISD | TOMBALL, TEXAS

Jim served as Project Manager and managed, coordinated, planned, and designed a water plant to serve a new high school, elementary school, agricultural facility, and middle school. The scope of work included design of two 300 gallons per minute (GPM) wells, storage and hydropneumatics tanks, booster pumps, pump building, chlorination equipment, utility service, detention, and paving. *Construction cost: $30 million*

DAVID **HAMILTON, PE**

PROJECT PRINCIPAL



FIRM
DCCM

EXPERIENCE
44 years

EDUCATION
BS, Civil Engineering – Texas A&M University

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 57446 – Exp. 03/31/2026

BACKGROUND
David, a seasoned engineer and firm Principal, has design and project management experience serving Gulf Coast municipal governments. He has an extensive resume of transportation infrastructure projects, including street reconstruction and widening for major boulevards, arterial roadways, and residential roadways, as well as new and relocated major roadway alignments. His project expertise includes county and state roadways/highways and toll roads. He has designed and managed drainage infrastructure projects, including storm sewer systems, detention facilities, major drainage outfall channels, and bridges. He also has an extensive resume of water and wastewater infrastructure projects, including water distribution and transmission, treatment, storage, pumping facilities, wastewater collection, treatment, and lift station/force main facilities. His expertise includes managing and overseeing large multidisciplinary project teams with a full array of engineers and project managers for the delivery of complex transportation infrastructure projects.

BOND AND CAPITAL IMPROVEMENT PLAN INFRASTRUCTURE PROJECTS

CITY OF BAYTOWN | BAYTOWN, TEXAS

David served as Project Principal for the 2019 Street Reconstruction project, which included four streets with a construction cost of $2.45 million, the 2007 Street Bond Year 4 project that included 10 streets with a construction cost of $4.1 million, the Year 3 project for water and sanitary sewer replacement on eight streets with a construction cost of $850,000, and the Year 1 project that included the reconstruction of 20 streets (primary and minor arterials, collectors, and residential) with a construction cost of $4 million.

COUNTRYSIDE WASTEWATER TREATMENT PLANT DECOMMISSION, LIFT STATION AND FORCE MAIN UPGRADE

CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS

David served as Project Principal for the abandonment and demolition of the existing Countryside WWTP and the design of a lift station at the site, together with 2,400 linear feet of 10-inch force main to divert the collected sewer to a different WWTP facility. *Construction cost: $1.5 million*

WESTOVER PARK LIFT STATION IMPROVEMENTS

CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS

David served as Project Principal for the preliminary engineering study and evaluation of the existing Westover Park Lift Station, including a force main hydraulic condition assessment and impact of the shared 14-inch force main in conjunction with the Countryside WWTP Diversion Lift Station. The design tasks included the modification of the existing Westover Park Lift Station 10-inch force main to allow diversion of Countryside Lift Station wastewater to Westover Park Lift Station and construction of a new 14-inch force main to deliver the combined wastewater to the existing treatment facility. *Construction cost: $1.6 million*

DICKINSON AVENUE IMPROVEMENTS

CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS

David served as Project Principal for 2 miles of roadway improvements along Dickinson Avenue from East Walker Street to FM 646. The project scope included water and sanitary sewer line replacement and drainage improvements. The project's scope included replacing the existing two-lane asphalt roadway with a two-lane concrete roadway with a 10-foot-wide shared-use concrete trail for the length of the project. The proposed roadway width of the pavement was 24 feet face-to-face, except for left-turn lanes at East Walker Street and FM 646. *Construction cost: $5.3 million*

DOWDELL WOODS SUBDIVISION DRAINAGE IMPROVEMENTS

HARRIS COUNTY | HOUSTON, TEXAS

David served as Project Principal responsible for designing improvements to reduce flooding in the Dowdell Woods subdivision area. The length of the project was 6,850 linear feet. The improvements included the construction of a storm sewer and inlet system beneath the existing roadside ditches and regrading the ditches to direct runoff to inlets. *Construction cost: $6.2 million*

DAVID **KUBALA, PE, ENV SP**

QA/QC | TECHNICAL ADVISOR



FIRM
DCCM

EXPERIENCE
33 years

EDUCATION
BS, Civil Engineering – Texas A&M University

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 83308 – Exp. 12/31/2025

Envision Sustainability Professional, Texas No. 29675 – Exp. 05/29/2026

BACKGROUND
David is experienced in public works projects, specializing in drainage and infrastructure design. His expertise extends to storm sewer collection, flood control, and stormwater detention facilities. He has managed projects through all phases, from planning and permitting to detailed design and program management. His commitment to delivering high-quality solutions is evident in his leadership of disaster recovery projects post-Hurricane Harvey and his extensive experience in infrastructure design, including flexible and rigid pavement systems, water distribution, and wastewater collection systems.

PARKER ROAD LIFT STATION AND FORCE MAIN

CITY OF HOUSTON | HOUSTON, TEXAS

David served as Project Manager and Lead Designer responsible for preliminary engineering, site investigation, lift station design, and the routing of force mains to relieve the Parker Road area during wet weather flow conditions. The project included the design of a maintenance control building, a chemical storage area, and a chemical feed system. The initial lift station was sized for a capacity of 15 million gallons per day (MGD), featuring a wet well approximately 40 feet deep and 35 feet in diameter. The design also incorporated a maintenance elevator and access stairway to facilitate safe and efficient operations. *Construction cost: Unknown*

VARIOUS STORM WATER REPAIRS

CITY OF HOUSTON | HOUSTON, TEXAS

David served as Sr. Project Manager responsible for the design of various stormwater repairs under the City of Houston's "Local Drainage Program." The total design contract totals $1 million delivered under individual work authorizations, which includes but is not limited to repair of the city's outfalls into HCFCD channels, localized mitigation detention projects, stream bank erosion repair, and other critical storm sewer system repair projects throughout the Greater Houston area. Most projects include heavy coordination with private utility owners to accommodate the designed improvements in an expedited manner. *Construction cost: Various*

NEIGHBORHOOD REHABILITATION PAVING AND DRAINAGE IMPROVEMENTS

CITY OF HOUSTON | HOUSTON, TEXAS

David served as Sr. Project Manager responsible for developing the PER and overall QA/QC of the detailed design of Houston Heights, John Brashear, and Memorial Heights neighborhoods. The project was a neighborhood rehabilitation project, including replacing open ditch sections with curbed roads, evaluating and constructing drainage improvements, and replacing water and wastewater lines. This project included 1,800 linear feet of 24-inch surface water transmission line, 5,400 linear feet of 8-inch water line, 1,450 linear feet of 6-inch to 24-inch sanitary sewer lines, and diversion pumping during construction. *Construction cost: $4 million*

SIMS BAYOU TRUNK SEWER AND WASTEWATER IMPROVEMENTS

CITY OF HOUSTON | HOUSTON, TEXAS

David served as the Project Manager for designing 3,000 linear feet of sanitary sewer rehabilitation immediately upstream of the Sims Bayou Wastewater Treatment Plant. This design primarily included the rehabilitation of an 84-inch diameter monolithic reinforced concrete pipe gravity sanitary sewer line. At the onset of the design phase, he also prepared a work plan for the internal alignment survey of the existing sewer system to establish the exact alignment of the unmapped sewer. David also performed traffic control, SWPPPs, and other miscellaneous design efforts for this project. *Construction cost: $2 million*

LI **CHEN, PE**

LIFT STATION INFRASTRUCTURE PROJECT MANAGER



FIRM
DCCM

EXPERIENCE
34 years

EDUCATION
MS, Environmental Engineering – Oklahoma State University

BS, Chemical Engineering – Tamkang University, Taiwan

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No 98576 – Exp 09/30/2025

Additional states: Indiana

BACKGROUND
Li is one of DCCM's recognized technical experts in designing and managing water and wastewater treatment and pumping facilities, including upgrades and rehabilitation His expertise includes developing studies, plans and specifications, and construction oversight for water and wastewater treatment projects, lift stations, headworks, aeration systems, chemical feed systems, biosolids and sludge processing facilities, mechanical and piping, and instrumentation and control systems He has completed numerous wastewater treatment plants (WWTP) and lift station upgrades and expansions for numerous cities in the Gulf Coast region In addition, Li has managed multiple design teams to deliver water and wastewater treatment projects.

MULTIPLE LIFT STATION REHABILITATION
CITY OF HOUSTON | HOUSTON, TEXAS

Li served as Project Manager responsible for the design modifications of the existing lift station for the City of Houston's Multiple Lift Station Rehabilitation project focusing on restoring and rebuilding five key flood damaged lift stations within the West Fork San Jacinto River floodplain in the Kingwood area *Construction cost: $20 million*

WESTOVER PARK LIFT STATION IMPROVEMENTS
CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS

Li served as Project Manager responsible for the design modifications of the existing lift station, the 10-inch force main for diversion of the Countryside Lift Station wastewater to the lift station, and the construction of a new 14-inch force main to deliver the combined wastewater to the Southwest WWTF. The existing lift station pumps were upgraded with three new 85 HP submersible pumps, including new manifold piping, valves, pump control panel, level instrumentation, and a new emergency generator with electrical modification work to provide a firm capacity of 3,100 GPM. The new capacity accommodates the wastewater diversion from Countryside lift station and the future development of the Westwood subdivision to cover the entire service area. The design provided an odor control system for the lift station improvements to eliminate odor nuisance. The bid documents specified construction sequencing, wastewater bypass pumping, and coordination with the City of League City's Public Works Department to minimize interruption of the lift station operations. *Construction cost: $1.6 million*

COUNTRYSIDE WASTEWATER TREATMENT PLANT LIFT STATION AND FORCE MAIN REPLACEMENT
CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS

Li served as Project Manager for the construction phase of the League City Countryside WWTP lift station project. The existing League City Countryside WWTP was decommissioned, demolished, and removed from the site with the addition of a new lift station and force main improvements to divert wastewater to the League City Southwest Water Reclamation Facility. The new lift station is an 850-GPM triplex lift station with three 20 HP submersible wastewater pumps, including protective coatings for the wet well and piping. The design required modification of the existing sewer collection system to add new manholes and gravity lines to intercept sewer and divert to the new lift station. Construction sequencing and coordination were carefully planned to allow construction of the new lift station, as well as diversion pumping and demolition of the existing lift station and wastewater treatment facilities. The existing Countryside wastewater treatment facilities were removed, and the site was cleaned up, backfilled, and sodded to be annexed to a League City park. The Countryside WWTP closure and diversion plans were approved by the Texas Commission on Environmental Quality (TCEQ). *Construction cost: $1.5 million*

TOMMY **CROMER, PE, ENV SP**

ROADWAY/DRAINAGE INFRASTRUCTURE PROJECT MANAGER



FIRM
DCCM

EXPERIENCE
31 years

EDUCATION
BS, Engineering Technology – University of Houston

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 97594 – Exp. 03/31/2026

Envision Sustainability Professional, No. 43111 – Exp. 11/13/2025

BACKGROUND
Tommy has extensive experience developing transportation projects, including municipal and county roadways, major highways, and toll roads. He has prepared schematic layouts, PER, and final design documents for a significant number of roadway projects throughout the state. His diverse experience includes project management and coordination, roadway design, storm drainage systems and detention facilities design, water and sanitary sewer facilities design, dry utility relocation, and construction phase services. Tommy has worked with regulatory agencies, including TxDOT, Harris County Toll Road Authority, Harris County, Galveston County, Fort Bend County, Montgomery County, City of Houston, City of Baytown, City of Galveston, City of Pearland, City of Pasadena, and the City of League City.

2019 STREET RECONSTRUCTION

CITY OF BAYTOWN | BAYTOWN, TEXAS

Tommy served as Project Manager responsible for the design and construction phase services for the reconstruction of Allenbrook Drive, Edgebrook Drive, Narcille Street, and Colby Drive for the 2019 Street Bond Program. The total length of this project was 7,800 linear feet. The proposed work included designing a roadway project (pavement, storm sewer, sanitary sewer, and water line) while recommending infrastructure improvements. The scope of work also included the preparation of construction plans and specifications, including plan view drawings, details, typical sections, project manual, quantity takeoff, engineer's estimate of probable construction costs, and bid and construction phase services. *Construction cost: $2.5 million*

DICKINSON AVENUE IMPROVEMENTS

CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS

Tommy served as Project Manager responsible for the design and construction phase services for 2 miles of roadway improvements for Dickinson Avenue from East Walker Street to FM 646. The scope of the project included the replacement of the existing two-lane asphalt roadway with a two-lane concrete roadway, along with a 10-foot-wide mixed-use concrete trail for the length of the project. The proposed roadway section consisted of 7-inch reinforced concrete pavement, 6-inch lime-treated subgrade, and 6-inch concrete curbs. Water line and sanitary sewer line replacement and drainage improvements were also part of the project. Roadside ditches were used throughout the project, except for areas with ROW, where a storm sewer was added instead. Tommy also provided QA/QC for the design. *Construction cost: $5.3 million*

PIPER ROAD DRAINAGE IMPROVEMENTS

CITY OF PEARLAND | PEARLAND, TEXAS

Tommy served as Project Manager for design plans and specifications for a bid package, including comprehensive drainage and minor roadway improvements for Piper Road. The 2,900-foot project extended from FM 518 on the north to Fite Road on the south. The project included an asphalt overlay with subgrade repairs based on visual cracking and pavement failure. Tommy eliminated the need to obtain costly ROW and utility relocations by revising a previous design to use a storm sewer system, eliminating driveway culverts, and installing area drains between the driveways. *Construction cost: $1.2 million*

2022 MULTI-STREET RECONSTRUCTION

CITY OF PASADENA | PASADENA, TEXAS

Tommy served as Project Manager for the preliminary and final design for reconstructing four major roadways within the City of Pasadena. The improvements will include paving, drainage, driveways, sidewalks, and utilities that require rehabilitation and replacement. The project scope includes the complete reconstruction of the existing roadways, including storm sewer, sanitary sewer, and water lines, as needed. The project included Americans with Disabilities Act (ADA) compliant sidewalks, mixed-use paths, ramps, signing and pavement markings, traffic control, SWPPP, drainage and traffic studies, and geotechnical reports. *Construction cost: $11.8 million*

MILES **FABIAN, PE**

LIFT STATION DESIGN | CONSTRUCTION PHASE SERVICES



FIRM
DCCM

EXPERIENCE
13 years

EDUCATION
BS, Civil Engineering – Texas A&M University

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No 130313 – Exp 03/31/2026

BACKGROUND
Miles is a DCCM civil engineer with planning and design experience, primarily in the areas of water resources; stormwater drainage; parks and recreational trails; wastewater collection and treatment; water supply, treatment, and distribution; civil site development; reclaimed water systems; and public works Miles has performed in a wide variety of roles and built a diverse public works technical background He applies insight gained from his experiences to ensure timely delivery of a practical design with the client's needs at the forefront.

STP LIFT STATION REHABILITATION

HARRIS COUNTY WCID NO 133 | HOUSTON, TEXAS

Miles served as Project Engineer for the final design of the on-site lift station rehabilitation at the Willowood Wastewater Treatment Plant. The project scope included replacing the 18-inch discharge piping inside the submersible wet well, which had failed due to corrosion from high levels of hydrogen sulfide. Miles was responsible for the mechanical design of three discharge risers from the existing submersible pumps to the discharge header located adjacent to the lift station structure. He evaluated material options and protective coating systems for corrosive environments and prepared a life cycle cost analysis for different options, eventually recommending replacement of the existing coated ductile iron piping with stainless steel piping. *Construction cost: $700,000*

WATER PLANT NO 3 STORM MITIGATION IMPROVEMENTS

LAKE FOREST UTILITY DISTRICT | SPRING, TEXAS

Miles served as Project Manager for storm mitigation and facility improvements at one of the district's key water production facilities. The facility was inundated with up to 5 feet of rising flood water from Cypress Creek during Hurricane Harvey, damaging the booster pump motors, the main motor control center (MCC), and other critical electrical equipment. The design included a new emergency generator on an elevated steel platform, a new elevated MCC, and new elevated booster pump motors. All equipment was elevated at least 12 inches above the Harvey flood level. Miles' design re-purposed the existing pump and control building by raising the building walls and creating an interior mezzanine to house new electrical controls and motors. This provided a substantial cost savings to the client when compared to constructing a new building. Miles led damage assessment and coordination efforts with FEMA throughout the project to ensure FEMA funding for the mitigation improvements. *Construction cost: $1.8 million*

RECLAIMED WATER SYSTEM – WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS

KLEINWOOD JOINT POWERS | SPRING, TEXAS

Miles served as Project Engineer responsible for the design calculations and preparation of plans and specifications for a tertiary treatment basin and reclaimed water pumping station. Responsibilities included the selection of tertiary treatment equipment based on information provided by vendors and on-site observation of similar installations. He performed hydraulic calculations and designed a basin to fit the selected tertiary treatment equipment. Selected equipment included fourteen 84- by 84-inch rotating cloth media disk filters capable of treating, on average, 2.5 MGD of effluent to a Type I standard per guidelines for reclaimed water issued by the TCEQ. Miles developed detailed construction phasing and sequencing diagrams to keep the plant in operation during construction. *Construction cost: $2.8 million*

WADE **HUBBLE, PE**

ELECTRICAL DESIGN | CONSTRUCTION PHASE SERVICES



FIRM
Kalluri Group

EXPERIENCE
24 years

EDUCATION
BS, Electrical Engineering – Texas University

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No 121581 – Exp 09/30/2025

Master Electrician, Texas No 459442

BACKGROUND
Wade is experienced in the electrical industry, specializing in power and lighting systems, instrumentation, controls, SCADA, access control, fire detection, and alarms He is skilled in medium voltage switchgear (up to 15 kV), motors up to 3000 HP, drives, and motor control centers His projects include water treatment plants and residential and commercial buildings He performed detailed engineering and assisted in the construction phase services for the electrical portions of the SJRA Woodlands WWTF No. 2 Disinfection Improvements project.

EAST TEN PARK, MAXEY ROAD, MESA DRIVE, WESTMONT, AND NORTH SHORE LIFT STATIONS RENEWAL AND REPLACEMENT

CITY OF HOUSTON | HOUSTON, TEXAS

Wade served as Sr. Electrical Engineer responsible for electrical, instrumentation and controls portions of the project during preliminary engineering report (PER) and detailed engineering phases. All critical electrical equipment was located 3 feet above the 500-year flood elevation to prevent future flooding. All of the electrical, instrumentation, and controls are designed to comply with the latest 2019 City of Houston Lift Station Design Standards. The project replaced pumps at five lift stations with new submersible pumps of various horsepower. *Construction cost: $2 million*

BRETSHIRE NO 2, FERGUSON WAY, BAYFIELD, HEMPSTEAD NO 1, HIGHLAND MEADOW LIFT STATIONS RENEWAL AND REPLACEMENT

CITY OF HOUSTON | HOUSTON, TEXAS

Wade served as Sr. Electrical Engineer responsible for the electrical, instrumentation, and controls portions of the project during PER and detailed engineering phases. All critical electrical equipment was located 3 feet above the 500-year flood elevation to prevent future flooding. The electrical, instrumentation, and controls were designed to comply with the latest 2019 City of Houston Lift Station Design Standards. The proposed improvements included replacing existing pumps at Hempstead Lift Station with four 7,050 GPM, 188 HP submersible pumps; replacing pumps at Bayfield Lift Station with three 1,600 GPM, 62 HP submersible pumps and converting it from a wet well/dry well type to a submersible type station; replacing pumps at Bretshire No. 2 Lift Station with five 2,650 GPM, 60 HP submersible pumps; replacing pumps at Ferguson Lift Station with two 160 GPM, 3 HP dry weather and four 1,600 GPM, 40 HP wet weather submersible pumps; and replacing pumps at Highland Meadow Ten Lift Station with three 600 GPM, 40 HP submersible pumps. *Construction cost: $2.6 million*

GREENS CROSSING NO 3 AND PARKER STREET LIFT STATION REHABILITATIONS, AND FIR RIDGE DIVERSION

CITY OF HOUSTON | HOUSTON, TEXAS

Wade served as Sr. Electrical Engineer responsible for electrical, instrumentation, and controls portions of the project during PER, detailed engineering, and construction phases. The scope included removing and replacing existing electrical power, controls, and instrumentation to meet the higher pump HP requirements and to comply with the latest 2019 City of Houston Lift Station Design Standards. The project included Greens Crossing No. 3 Lift Station and Parker Street Lift Station. *Construction cost: $4.1 million*

JAMES **HORNSBY, PE**

STRUCTURAL DESIGN



FIRM
DCCM

EXPERIENCE
34 years

EDUCATION
BS, Civil Engineering – University of Texas at Austin

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No 81485 – Exp 06/30/2026

BACKGROUND
James has extensive experience in structural engineering His past and current responsibilities include project management and engineering in a wide variety of structural projects for municipal, transportation, and drainage facilities James's experience includes the structural design of concrete, steel, masonry, and wood structures for WWTPs, lift stations, retaining walls, soundwalls, highway bridges, and control buildings His project responsibilities include design, preparation of plans and specifications, development of design recommendations, cost estimates, and field observation.

LIFT STATIONS DESIGNS

HARRIS COUNTY | HARRIS COUNTY, TEXAS

James served as the Structural Project Engineer for the structural design of lift station structures for Hidden Creek Lift Station No. 1; four locations in Harris County MUD 153, Clay Road MUD, Harris County MUD 418 regional lift station No. 1, and several other lift stations. *Construction cost: Unknown*

GENERATOR INSTALLATIONS AT LIFT STATIONS 7, 25, 29, AND 30

SAN JACINTO RIVER AUTHORITY | THE WOODLANDS, TEXAS

James prepared the structural design and details for the addition of generator support structures at the four lift stations. The structures were elevated above natural ground to be above the 100-year flood elevation by the use of a structural steel platform with grating and handrail all around the generator set. James also prepared the site plan and details for each location, which included the routing of the natural gas supply line for the generators. *Construction cost: $300,000*

CINCO RANCH REGIONAL NORTH WEST REGIONAL LIFT STATION

CITY OF HOUSTON | KATY, TEXAS

James served as Structural Engineer for the design of a lift station that was designed to use 12-foot-diameter precast concrete Pipe risers for a caisson construction method. The lift station had to be a special design since the size of the wet well exceeded the diameter of the City of Houston's standard details for reinforced concrete pipe. The design used similar connection details from the smaller standard, which were increased in design strength for the larger size. *Construction cost: $7.6 million*

GREENS BAYOU TELECOMMUNICATIONS SITE ELEVATED PLATFORM

CENTERPOINT ENERGY | HOUSTON, TEXAS

James served as Structural Engineering Project Manager for the structural engineering of a 22-foot by 36-foot by 12-foot-high structural steel platform installed with a telecommunications shelter and generator with structural steel engineering plans, details, and foundation plans, and isometric drawings of the platform and stairway. *Construction cost: Confidential*

LAKE JACKSON SUBSTATION TELECOMMUNICATIONS ELEVATED PLATFORM

CENTERPOINT ENERGY | HOUSTON, TEXAS

James served as Structural Engineering Project Manager for the design of a 22-foot by 36-foot, 12-foot-high structural steel platform supporting a telecommunications shelter and generator. His responsibilities included preparing structural steel design plans, foundation plans, detailed drawings, and isometric views of the platform and stairway. *Construction cost: Confidential*

AARON **MOORE, PE, ENV SP**

ROADWAY DESIGN | CONSTRUCTION PHASE SERVICES



FIRM
DCCM

EXPERIENCE
12 years

EDUCATION
BS, Civil Engineering – Louisiana State University

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 135614 – Exp. 06/30/2026

Envision Sustainability Professional, No. 40347 – Exp. 08/28/2026

BACKGROUND
Aaron's priority as an engineer is to deliver cost-effective designs that drive capital savings and produce safe, quality solutions. Aaron puts the project goals and team success ahead of individual achievements. His strong communication and organizational skills make him an asset to accomplishing both large and small tasks within a project. Aaron leads teams and interfaces with multiple engineering disciplines and clients to coordinate project delivery and drives schedule certainty and cost predictability throughout the project's life cycle. Aaron has a vision for complete streets and multimodal transportation options that can be integrated into a project's design if the city desires. His diverse experience includes roadway design, traffic analysis, structural analysis, site development, hydraulic studies, and construction phase services.

PRESTON AVENUE PAVING AND DRAINAGE IMPROVEMENTS

CITY OF PASADENA | PASADENA, TEXAS

Aaron served as the Project Manager and led the reconstruction design of Preston Avenue and directed the design team in executing the company's comprehensive QA/QC plan. He oversaw the project through construction, managing a full-time inspector to represent the client and review daily contractor work. The scope included updating the grading design for the concrete curb and gutter road, storm sewer, sanitary sewer adjustments, utility coordination, sidewalks, driveways, signing and pavement markings, traffic signal redesign, traffic control, and stormwater pollution prevention plan. *Construction cost: $6.7 million*

LLANO STREET RECONSTRUCTION

CITY OF PASADENA | PASADENA, TEXAS

Aaron served as Project Manager responsible for the reconstruction design of Llano Street from Allen Genoa Road to Strawberry Road, consisting of 5,200 linear feet. The scope of work included completing the reconstruction of an existing asphalt road with open ditches by lowering and installing a concrete curb and gutter road, including storm sewer, sanitary sewer adjustments, and utility coordination. The work also included sidewalks, signing and pavement marking, traffic control, and a stormwater pollution prevention plan. This project included a complete drainage and geotechnical report. *Construction cost: $6.6 million*

BAYTOWN STREET RECONSTRUCTION

CITY OF BAYTOWN | BAYTOWN, TEXAS

Aaron served as Project Engineer and checked the completion of the project, starting at 60%. Aaron reanalyzed the storm system and drainage calculations to confirm that all drainage was adequately accounted for. Aaron ensured that all utility conflicts were addressed. Aaron checked the grading plans and adjusted the geometry of roads and curb ramps at intersections to ensure compliance with ADA standards. Aaron coordinated with the City of Baytown and the arborist subconsultant to ensure as many trees as possible were kept safe. *Construction cost: $4.4 million*

MULTIPLE PAVING AND DRAINAGE IMPROVEMENTS

CITY OF PASADENA | PASADENA, TEXAS

Aaron served as the Project Manager responsible for the reconstruction design of Shaver Street from Spencer Highway to Vince Bayou, consisting of 3,300 linear feet. The overall project included completing the reconstruction of an existing asphalt road with an updated grading design to lower the road to create a concrete curb and gutter road. The scope also included storm sewer analysis and design, water line replacement, sanitary sewer repairs and adjustments, utility coordination, sidewalks, driveways, signing and pavement markings, traffic signal redesign, traffic control, and stormwater pollution prevention plan. The project also included additional lighting and street trees. *Construction cost: $11.4 million*

ADAM **RODRIGUEZ, PE, CFM**

DRAINAGE DESIGN



FIRM
DCCM

EXPERIENCE
20 years

EDUCATION
BS, Civil Engineering – Texas A&M University

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 104778 – Exp. 09/30/2025

Certified Floodplain Manager Texas No. 165-09N – Exp. 12/31/2025

BACKGROUND
Adam has managed and reviewed flood insurance studies, master drainage studies, channel improvements and hydraulic structure designs, watershed impact analyses, detention facility designs, drainage studies for industrial facilities, and design studies for transportation projects. He has prepared and supervised the preparation of drainage master plans and conducted drainage studies for scores of development and public infrastructure projects.

BRENTWOOD FARMS MASTER DRAINAGE STUDY

FORT BEND COUNTY MUD 157 | FORT BEND COUNTY, TEXAS

Adam served as Project Engineer responsible for the modeling and remapping of a 600-acre overflow area between the West Fork of the San Jacinto River and Woodsons Gully. He determined the extent of the overflow. He used a standalone HEC-RAS 2D model of the overflow area that was used to secure a LOMR that revised the Zone A boundary.

RIVER BASIN FLOOD STUDY

TEXAS GENERAL LAND OFFICE | VARIOUS COASTAL COUNTIES, TEXAS

Adam served as Assistant Project Manager responsible for reviewing HEC-HMS and HEC-RAS models developed by other engineers and providing review comments at various stages of model development: 25%, 50%, 75%, 100%, and final acceptance for 70 watersheds in the Texas coastal regions. Oversight included reviewing coastal modeling techniques and coupling approaches and conducting bivariate analyses to ensure accurate assessments throughout the study area. The new floodplain maps incorporated crucial factors such as overland flow outside defined channels and stormwater overflows between adjacent watersheds to better define flood risk for residents, businesses, and government agencies. The project utilized current best practices for defining watershed hydrology and modeling riverine hydraulics, providing accurate flood risk assessments for communities within watersheds that discharge into the Gulf of Mexico. Additionally, he assisted communities in developing cost-effective flood mitigation strategies while identifying potential funding sources for mitigation projects.

SUGAR LAKES DRAINAGE STUDY

CITY OF SUGAR LAND | SUGAR LAND, TEXAS

Adam served as Project Manager for the drainage study of the 500-acre Sugar Lakes area. He was responsible for modeling and remapping a 600-acre overflow area using a standalone HEC-RAS 2D model. This work supported a Letter of Map Revision (LOMR) that revised the FEMA Zone A boundary, directly involving FEMA processes and 2D modeling.

C147-00-00 FLOOD RISK REDUCTION STUDY

HARRIS COUNTY FLOOD CONTROL DISTRICT | HARRIS COUNTY, TEXAS

Adam served as Project Engineer and Project Manager to lead a study to improve 9,000 feet of channel, including the expansion of a regional detention pond. The project featured an unsteady HEC-RAS 1D/ 2D study to identify alternatives for flood reduction, a method consistent with FEMA and BLE requirements.

JACK **SCHICK, PE, PTOE**
TRAFFIC ENGINEERING



FIRM
DCCM

EXPERIENCE
25 years

EDUCATION
BS, Civil Engineering – Old Dominion University

BS, Physics – Longwood College

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 105254 – Exp. 09/30/2026

Professional Traffic Operations Engineer, No. 2860 – Exp. 04/14/2028

BACKGROUND
Jack has worked on numerous traffic and transportation engineering projects. His experience includes traffic data collection, traffic modeling, signal warrant analysis, safety analysis, traffic control design, traffic signal timing development and fine tuning, traffic calming analysis, and traffic impact assessment (TIA) reviews. He is also a former employee of the City of Houston, where he developed and implemented signal timings for the city's 2,500 traffic signals.

VARIOUS SPEED STUDIES
CITY OF SUGAR LAND | SUGAR LAND, TEXAS

Jack served as Project Manager for conducting speed zone studies on 28 roadways in Sugar Land. The purpose of these studies was to recommend regulatory speed limits. This involved collecting 85th percentile speed data, reviewing historical crash data, and evaluating roadway geometries. DCCM documented the recommendations for each corridor in a technical memorandum. The procedures and recommendations complied with the Texas Transportation Code and TxDOT Procedures for Establishing Speed Zones, as applicable for municipal governments.

TRAFFIC ENGINEERING ON-CALL CONTRACT
CITY OF PEARLAND | PEARLAND, TEXAS

Jack served as Project Manager responsible for assisting the City of Pearland as part of the city's established Traffic Calming Committee. During their monthly meeting, Jack and other members of the committee, such as the City Engineer, City Traffic Engineer, City Traffic Maintenance Supervisor, and representatives from Public Works and the Police Department, discussed requests from the public. Jack was responsible for determining what treatments could be deployed to address the request while meeting the requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

BRAZORIA COUNTY MOBILITY PLAN
BRAZORIA COUNTY | BRAZORIA COUNTY, TEXAS

Jack served as Project Manager responsible for evaluating Brazoria County's county roads to determine an initial list of candidate roadways for inclusion in the mobility plan. Once possible corridors were identified, DCCM inventoried the existing conditions, including the daily geometrics, amount and length of congestion, land uses, utilities, water features, pavement conditions, access, ditches and drainage, and safety concerns. Jack calculated the volume-to-capacity ratio for existing and projected conditions based on TxDOT data sources and existing roadway geometrics.

SPRING CYPRESS TRAFFIC SIGNALS
HARRIS COUNTY | HARRIS COUNTY, TEXAS

Jack served as Lead Traffic Engineer for the design of three traffic signals in accordance with the standards and specifications of Harris County. The traffic signals were constructed as part of the widening of Spring Cypress between Telge Road and the Faulkey Gully. Jack was responsible for the layout of all traffic signal equipment, the development of all necessary details for construction, as well as all of the PS&E for the three traffic signals to be constructed. In addition, he designed temporary traffic signals to be employed during each phase of the roadway construction.

CRAIG **KOEHL**
TREE PROTECTION



FIRM
C.N. Koehl Urban Forestry

EXPERIENCE
31 years

EDUCATION
BS, Urban Forestry – Texas A&M University

BACKGROUND
Craig's experience is predominantly in tree preservation planning on infrastructure replacement projects. He manages and designs tree protection plans for municipalities, utility districts, water authorities, and developers in southeast Texas. Projects have included master plans, preliminary engineering reports, final project design, and in-field construction services. His knowledge of field experience with construction contractors provides an understanding of construction means and methods, and allows for feasible tree protection plans. Craig has completed more than 825 infrastructure construction projects for more than 34 public government agencies on more than 24.4 million linear feet of project ROW.

2019 STREETS BOND
CITY OF BAYTOWN | BAYTOWN, TEXAS

Craig served as Project Manager and walked the streets to evaluate tree condition and preservation feasibility relative to the proposed design. He provided design change recommendations to minimize tree impact for preliminary design phase. He also developed the CAD-drawn tree protection and removal plan and provided quantity and cost estimates for the bid documents. The length of the project encompassed 12,680 linear feet of street reconstruction included in the design.

CITY WIDE INFRASTRUCTURE REPLACEMENT PROGRAM
CITY OF WEST UNIVERSITY PLACE | WEST UNIVERSITY PLACE, TEXAS

Craig served as Consultant to the City of West University during the complete renovation of the city's infrastructure from 1994 to 2008. Walked each street to determine the feasibility of each tree's preservation. He provided design change recommendations to design engineers to minimize the impact on public and private trees. He designed solutions in conjunction with the engineer. Craig produced CAD-drawn tree protection plans specifying how each tree should be treated before construction and protected during construction by the contractor. He provided quantity and cost estimates and specifications for bid documents. Craig supervised the installation of tree care treatments by tree care contractors before the start of construction. The project replaced streets, storm, sanitary, and water systems on most of the city's 58 miles of public right of way over a 14-year period.

DRAINAGE IMPROVEMENTS FOR FIELDCREST SUBDIVISION
CITY OF MISSOURI CITY | MISSOURI CITY, TEXAS

Craig served as Consultant responsible for evaluating tree condition and preservation feasibility relative to the proposed design. He provided design change recommendations to minimize tree impact for the preliminary design phase. Craig developed a CAD-drawn tree protection and removal plan. He provided quantity and cost estimates for bid documents. The project included 2,900 linear feet of street reconstruction.

EDLOE STORM DRAINAGE IMPROVEMENTS, SEGMENT 2
CITY OF HOUSTON | HOUSTON, TEXAS

Craig served as Project Manager to evaluate tree condition and preservation feasibility relative to the proposed design. He provided design change recommendations to minimize tree impact and the cost of compliance with the Street Tree Ordinance. He developed a CAD-drawn tree protection, removal, and replacement plan. He also provided quantity and cost estimates for bid documents. The project included 14,430 linear feet of street and drainage construction included in the project design.

RAVEN **PAYOUR**
UTILITY COORDINATION



FIRM
DCCM

EXPERIENCE
8 years

EDUCATION
BA, History – Sam Houston State University

BACKGROUND
Raven is a utility industry professional specializing in utility coordination, conflict analysis, and resolution. Her skills include risk assessment, cost estimation, design review, and utility agreement assembly. Highly regarded by Suddenlink, Centerpoint Energy, Entergy, Sam Houston Electric, Frontier, Consolidated, and various municipal utility districts. Raven fosters effective communication and negotiation, maintaining strong relations with TxDOT. Her experience in construction and design projects helps her foresee design issues, and she implements strategies to keep projects on track during unexpected challenges.

FM 521 RECONSTRUCTION
FORT BEND COUNTY | FORT BEND COUNTY, TEXAS

Raven served as the Utility Coordination Task Lead responsible for the utility investigation, conflict resolution, and relocation of utilities within the project limits. The project widened 4.9 miles of FM 521 from CR 56 to SH 6 from a two-lane undivided roadway to a four-lane divided roadway with a raised median. The project also constructed an overpass over the BNSF railroad crossing. It also provided curb and gutter drainage, a 10-foot side path, and seven new signals. The PS&E design included roadway and drainage improvements along with utility relocations and adjustments. Raven's responsibilities included identifying utility conflicts, reviewing design plans for conflicts with the proposed roadway improvements or other utility work, verifying that the designs followed TxDOT Utility Accommodation Rules, reviewing utility permits, and identifying reimbursable utilities.

LOCKWOOD DRIVE BRIDGE REPLACEMENT
TXDOT | HOUSTON, TEXAS

Raven served as Utility Coordinator for replacing the Lockwood Drive bridge over UPRR/Liberty Road, a 0.235-mile-long project with limits from 200 feet North of Sudan Street to 450 feet South of Salina Street along Lockwood Drive. The bridge and roadway approaches were replaced from a 48-foot width to two 11-foot lanes in each direction with a 4-foot median to an 84-foot 10-inch-wide typical section that includes traffic lanes, bus rapid transit (BRT) lanes, and a 10-foot shared-use path (SUP) on each side of the bridge. DCCM was responsible for the bridge design, roadway design, utility coordination, roadway modeling, removals layout, illumination, SWPPP, as well as coordination with TxDOT, City of Houston, METRO, and UPRR throughout the project.

LAKELINE BOULEVARD IMPROVEMENTS
CITY OF CEDAR PARK | CEDAR PARK, TEXAS

Raven served as Utility Coordination Task Lead for the Lakeline Boulevard and Cypress Creek intersection improvements project. Raven and the team worked directly with the numerous dry utilities (AT&T, PEC, Time Warner, Atmos Energy, and Grande Communications) impacted by the expansion of the roadways. Due to the many project constraints and local businesses, our team worked extensively to coordinate and carefully plan with the City of Cedar Park staff and the city manager's office.

US 290 IMPROVEMENTS
CENTERPOINT ENERGY | HOUSTON, TEXAS

Raven served as Utility Coordinator responsible for construction packages, submitting TxDOT permits, and preparing invoices for utility agreements with TxDOT and HCTRA. The project included conflict analysis, field surveying, SUE, records research, relocation design, plan and profile drawings, cost estimates, utility coordination, permitting, and construction management with main IP and HP pipe diameters ranging from 2 to 18 inches. Open cut and horizontal directional drill methods were used.

JOHN **JAEGER**
SUE



FIRM
DCCM

EXPERIENCE
30 years

EDUCATION
MS, Civil Engineering – Columbia University

BS, Civil Engineering – Columbia University

BACKGROUND
John specializes in utility mapping, coordination, and conflict resolution for complex infrastructure projects across Texas. He brings a unique perspective from his work on both the design and construction sides of projects, which enhances his ability to address project requirements and resolve utility conflicts efficiently. John has managed SUE services for major roadway, municipal, and energy projects, including the Avenue S Rehabilitation in Galveston, where his team revealed over 56,000 feet of utilities in an 8,200-foot corridor. He is recognized for leveraging advanced technologies such as electromagnetic detection and 3D remote sensing to deliver accurate utility data, minimize project risks, and support timely project delivery.

DICKINSON AVENUE IMPROVEMENTS
CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS

John served as SUE Manager during the design and construction phase services for 2 miles of roadway improvements for Dickinson Avenue from East Walker Street to FM 646. The scope of the project included the replacement of the existing two-lane asphalt roadway with a two-lane concrete roadway, along with a 10-foot-wide mixed-use concrete trail for the length of the project.

LARGE WATER VALVE REPLACEMENT
CITY OF MESQUITE | MESQUITE, TEXAS

John served as SUE Project Manager responsible for providing QL-D records research, QL-C surface feature survey, and QL-B designation for a large water valve replacement project for the City of Mesquite. This project included the replacement of large-diameter water valves at 10 different locations throughout the city. For this project, the identification of all franchise utilities was a critical element. Relocation of these water valves required a lot of room for construction. Additionally, construction would need to be completed at night within a 10-hour period because the water lines could not be taken offline for more than 12 hours. With an extremely tight construction schedule, there was no margin for error for surprise franchise utility conflicts. The QL-B designation was one of the key items used to determine the location of the new proposed water valves.

MYKAWA ROAD UTILITY MAPPING
CITY OF PEARLAND | PEARLAND, TEXAS

John served as SUE Manager responsible for SUE QL-D records research, SUE QL-C pole inventory survey, and SUE QL-B designation for 2.7 miles of Mykawa Road from Beltway 8 to FM 518. John's work included locating and mapping over 13,000 linear feet of pole inventory and over 61,000 linear feet of subsurface utilities. The project was accelerated and had traffic control challenges. Many crossing utilities had to be designated, and the utility records were very poor. John delivered the work early and, nearly a year later, was asked to return and verify the information for the design engineers to ensure the new utilities had not been installed during the prolonged design process.

SOUTH LAKESHORE DRIVE RECONSTRUCTION
CITY OF ROCKWALL | ROCKWALL, TEXAS

John served as Project Manager overseeing QL-D records research and QL-C surface feature survey for South Lakeshore Drive and Russwood Street in the City of Rockwall. SUE services were required as part of a street reconstruction project, including street replacement, water line replacement, sanitary sewer line replacement, and storm sewer system improvements. QL-D and QL-C were included in the base map used during conceptual design. QL-B designation in the field was required to determine the proper location for the proposed water main, sanitary sewer main, and storm sewer. The QL-B designation included 16,000 linear feet of franchise utilities that consisted of underground electric, gas, and telephone lines. QL-A test holes were provided at 12 locations.

MOHAN **BALLAGERE, PE**

GEOTECHNICAL



FIRM
Geotest Engineering

EXPERIENCE
31 years

EDUCATION
MS, Civil Engineering – University of Mysore, India

BS, Civil Engineering – South Dakota School of Mines and Technology

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 87622 – Exp. 12/31/2025

BACKGROUND
Mohan has performed geotechnical studies on various drainage, lift station, and street projects. Mohan is responsible for project management, field and lab supervision, performing geotechnical analysis, site reconnaissance, fault studies, developing geotechnical recommendations for pavement design (asphalt/ concrete pavement), subgrade stabilization, bearing capacity, excavation stability, select fill criteria, groundwater control, erosion evaluation, and soil improvements. His responsibilities also include the preparation of geotechnical proposals and geotechnical reports, and overseeing staff engineers.

CLEAR CREEK FEDERAL RISK MANAGEMENT

HARRIS COUNTY PRECINCT 1 | HARRIS COUNTY, TEXAS

Mohan served as Geotechnical Principal for a design-build project at Mary's Creek with five bridge locations. The purpose of this study was to support the design and construction activities associated with all aspects of the project.

P118-27-00 HALLS BAYOU DETENTION AND CHANNEL IMPROVEMENTS

HARRIS COUNTY PRECINCT 1 | HARRIS COUNTY, TEXAS

Mohan served as Geotechnical Sr. Project Manager to provide engineering support for design and construction activities intended to reduce the risk of flood damage along the proposed reach in Halls Bayou Watershed by improving the conveyance capability of the channel and storage capacity with a detention basin.

HCFCD CHANNELS IMPROVEMENTS

HARRIS COUNTY FLOOD CONTROL DISTRICT | HARRIS COUNTY, TEXAS

Mohan served as Geotechnical Principal to provide geotechnical engineering support for the design and construction associated with the slope repairs for HCFCD Channel Q112-00-00-X016 (Cary Bayou) from Raccoon Road to Sjolander Road in Harris County.

SUGAR CREEK DRAINAGE IMPROVEMENTS, LONGVIEW DRIVE

CITY OF SUGAR LAND | SUGAR LAND, TEXAS

Mohan served as Project Manager in conducting a geotechnical investigation for the East Sugar Creek Drainage Improvements project. The project involves installing a storm sewer along Longview Drive, extending south from Century Center Boulevard to a proposed grass channel near a golf course, and connecting to an existing corrugated metal arch at Bendwood Drive and Fairway Drive. Additionally, a new 12-inch water line will be installed along Longview Drive, with all improvements constructed using the open-cut method.

SETTLERS PARK, GREENFIELD WEST, AND MESQUITE NORTH DRAINAGE IMPROVEMENTS

CITY OF SUGAR LAND | SUGAR LAND, TEXAS

Mohan served as Project Manager performing a geotechnical investigation for drainage improvements covering Settlers Park, Greenfield West, and Mesquite North. The project includes installing 4,830 linear feet of 36-inch to 72-inch RCP storm sewer along Mesquite Drive, Sleepy Hollow Drive, and Green Fields Drive, with a new outfall into Fort Bend County Levee Improvement District No. 2 Ditch C. It also involves replacing 4,550 linear feet of 8-inch to 12-inch water lines along the same routes. Construction will use open-cut and trenchless methods, with slope stability analyses and regrading at the outfall using articulated concrete blocks and concrete slope paving.

NARESH **KOLLI, PE**
ENVIRONMENTAL



FIRM
Geotest Engineering

EXPERIENCE
19 years

EDUCATION
MS, Civil Engineering (Geotechnical) – McNeese State University

BS, Civil Engineering – Kakatiya University, India

LICENSES/CERTIFICATIONS
Professional Engineer, Texas No. 110928 – Exp. 03/31/2026

BACKGROUND
Naresh has civil, geotechnical, and environmental experience with projects including large and small water lines, water treatment plants, ground storage tanks, pump and lift stations, intake structures, site reconnaissance, and Phase I and II ESAs.

PIPER ROAD DRAINAGE IMPROVEMENTS
CITY OF PEARLAND | PEARLAND, TEXAS

Naresh served as Geotechnical Project Manager responsible for providing geotechnical services for the reconstruction of Piper Road. The 2,900-foot project extended from FM 518 on the north to Fite Road on the south. The project included an asphalt overlay with subgrade repairs based on visual cracking and pavement failure.

CYPRESS CREEK ESTATES SUBDIVISION DRAINAGE IMPROVEMENTS
HARRIS COUNTY FLOOD CONTROL DISTRICT | HARRIS COUNTY, TEXAS

Naresh served as Sr. Environmental Project Manager for the construction of 24-inch driveway culverts, storm sewer under the streets, and inlet structures. The project scope included replacing the two existing outfall structures leading to Cypress Creek.

WESTFIELD ESTATES SANITARY SEWER SYSTEM
HARRIS COUNTY FLOOD CONTROL DISTRICT | HARRIS COUNTY, TEXAS

Naresh served as Sr. Environmental Project Manager for the design and construction of proposed 8- to 12-inch gravity sanitary sewer lines and 8-inch force main along various streets within the Westfield Estates Subdivision.

SOUTH MAYDE DETENTION BASIN
HARRIS COUNTY FLOOD CONTROL DISTRICT | HARRIS COUNTY, TEXAS

Naresh served as Sr. Environmental Project Manager for this project. The project included the construction of several stormwater detention basins. The proposed detention basin site is 380 acres. The proposed detention basins are located along the Lower South Mayde Creek Watershed.

SLEEPY HOLLOW DRIVE STREET RECONSTRUCTION
CITY OF PEARLAND | PEARLAND, TEXAS

Naresh served as Geotechnical Project Manager responsible for conducting a geotechnical investigation for concrete roadway repaving with utilities replacement (both water line and sanitary sewer), culvert and driveway replacement, and ditch regrading along Sleepy Hollow Drive, Rip Van Winkle Drive, and Washington-Irving Drive. The project included repaving 3,300 linear feet of concrete pavement, replacing the existing water line with 8-inch PVC and tying it into Yost Boulevard, replacing sections of sanitary sewer under the roadway along the alignment, replacing culverts and driveways, and regrading the ditches. Naresh's investigation evaluated the soil and water level conditions and provided geotechnical recommendations for the proposed roadway repaving.

MIMOSA ACRE DRAINAGE AND PAVING
CITY OF PEARLAND | PEARLAND, TEXAS

Naresh served as Geotechnical Project Manager responsible for providing geotechnical services along 4,800 linear feet of Woody Road, Lynn Drive, Cunningham Drive, Francis Drive, and West Pear Street for paving and drainage improvements.

JAMES **HUGHEY, RPA**
ARCHAEOLOGICAL



FIRM
Gray and Pape

EXPERIENCE
31 years

EDUCATION
MA, Anthropology – University of Houston

BA, Anthropology – University of Houston

LICENSES/CERTIFICATIONS
Register of Professional Archaeologist, Texas No. 989833

BACKGROUND
James has experience working on Phase I, II, and III archaeological surveys, testing, and mitigation projects relating to the pipeline, transportation, and construction industries, and has completed documentary research in various state archives associated with land use histories. Consultation with multiple State Historic Preservation Offices has resulted in a solid understanding of state and federal regulations and requirements. James has worked with numerous agencies on projects across Texas as well as with federal agencies, including FEMA, GLO, HUD, U.S. Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS), and Federal Energy Regulatory Commission, among several others.

WILLOW FORK AT BAYOU BEND
BIO-WEST | HARRIS COUNTY, TEXAS

James served as Project Manager and was responsible for the preparation and management of project budgets, scopes of work, project deliverables, and supervising the principal investigators. The project involved monitoring and a pedestrian cultural resources survey for the Willow Fork of Buffalo Bayou project in Harris and Fort Bend Counties. The goals of the project were to determine if the proposed project would affect any previously identified archaeological sites as defined by Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800), and the Texas Antiquities Code, and to establish whether previously unidentified buried archaeological resources were located within the project's area of potential effects. FEMA is the lead federal agency for the project. This work was also permitted by the Department of the Army, Galveston District, USACE.

MUNICIPAL UTILITY DISTRICT NO. 140 BRAZOS BANK SURVEY
BERG-OLIVER ASSOCIATES | FORT BEND COUNTY, TEXAS

James served as Project Manager and supervised the completion of the cultural resources inventory on survey along the top of the bank of the Brazos River and along the exposed cut bank. The lead federal agency for the project was the NRCS, and permitting was also required from the USACE. Work was conducted under Section 106 and the Texas Antiquities Code. A deeply buried prehistoric site was discovered during the survey, and James facilitated coordination with agency reviewers and project planners to design avoidance or evaluation plans for the project.

HORSEPEN BAYOU DRAINAGE ARCHAEOLOGICAL SURVEY
BERG OLIVER ASSOCIATES | CHAMBERS COUNTY, TEXAS

James acted as Sr. Principal Investigator and Project Manager during an archaeological survey and deep testing on 49 acres of property proposed for drainage improvement at Horsepen Bayou in Chambers County. Historic site 41CH400 was discovered during the survey, which represented the remains of a historic homestead. Site delineation and preliminary evaluation completed by Gray & Pape confirmed that the site was ineligible for inclusion as a State Antiquities Landmark. The drainage project was allowed to proceed as planned.

SAN JACINTO BATTLEGROUND SURVEY
TEXAS PARKS AND WILDLIFE DEPARTMENT | CHAMBERS COUNTY, TEXAS

James served as Project Manager responsible for the archaeological survey of 98 acres in preparation for the TPWD Prairie Restoration project and tree planting at the San Jacinto Battleground state historic site. The lead agency for this project has been identified as TPWD. The project is located on state-owned lands, requiring permitting for archaeological fieldwork. James coordinated closely with TPWD throughout the project, as well as the use of several volunteers and members of the Houston Archaeological Society, in fulfillment of TPWD's desires to promote public engagement and involvement.

STEVE **WILLIAMS, RPLS**

SURVEY



FIRM
DCCM

EXPERIENCE
43 years

LICENSES/CERTIFICATIONS
Registered Professional Land Surveyor, Texas No. 4819 – Exp. 12/31/2025

BACKGROUND
Steve's surveying experience includes land boundary, topographic, control, and route surveys; ROW mapping; bathymetric surveys; coastal boundary surveys; interior and exterior improvement surveys; construction staking; accident surveys; and surveys for court litigation. His experience has also included performing feasibility studies for site development projects, utility research, abstracting, platting and submitting/coordinating applications for zoning, utility availability, street closures, easement abandonments, and U.S. Army Corps of Engineers and General Land Office permits. His responsibilities have included supervision of survey departments (field crews and office personnel), computations, boundary analysis, and preparation of legal descriptions.

PIPER ROAD DRAINAGE IMPROVEMENTS

CITY OF PEARLAND | PEARLAND, TEXAS

Steve served as Survey Project Manager, managing the land surveying to support the engineering design of drainage improvements and proposed drainage easements along Piper Road. The survey included establishing horizontal and vertical survey control based on the City of Pearland's benchmarks and providing survey control sheets for plans, specifications, and estimate construction plans. Project deliverables included signed and sealed survey control sheets, ROW maps, easement surveys, supporting documentation, AutoCAD Civil 3D files, deed research records, and survey field notes.

BAYLAND ISLAND DEVELOPMENT

CITY OF BAYTOWN | BAYTOWN, TEXAS

Steve served as Survey Project Manager managing the surveying associated with developing this 27-acre peninsula (island) located south of SH 146, just east of the Fred Hartman Bridge in the City of Baytown. He coordinated closely with City of Baytown officials, title companies, and developers. The surveying included detailed abstracting of a chain of title associated with mineral leases, pipelines, and real property records. Steve performed a shoreline boundary survey of the tidally influenced boundaries, boundary surveys of upland boundaries, and topographic surveys of the island. Additionally, he prepared ALTA/NSPS surveys of the island and roadway leading to the island from SH 146 and a 6.8-acre portion of the island for development. He also coordinated utility and access easements and prepared and coordinated the platting of the entire project.

CEDAR BAYOU CROSSING

CITY OF BAYTOWN | BAYTOWN, TEXAS

Steve served as Survey Project Principal for the surveying services to obtain and review existing lidar data and the limited preliminary ground survey data for the Cedar Bayou Corridor study. The project spanned 3.7 miles from North Main Street, 3,300 feet south of IH 10 (west tie-in point), to the intersection of SH 146 and Kilgore Parkway (east tie-in point). Field surveying was limited but included setting four project control points, performing limited topographic surveying along North Main Street and SH 146, and obtaining cross-sections along the existing railroad running through the project. Services also included determining elevations of the existing railroad running at the railroad bridge over SH 146 and spot-checking the lidar data in several accessible areas.

ALEXANDER DRIVE PLATTING

CITY OF BAYTOWN | BAYTOWN, TEXAS

Steve served as Survey Project Principal managing the surveying and platting services associated with the replatting of a 14-acre tract of land owned by the City of Baytown and Kroger Texas, located on the southeast side of North Alexander Drive, and the northeast side of Ward Road. The replat subdivides the 9-acre tract into three lots. Steve coordinated with the City of Baytown's Senior Planner/ Economic Development Analyst and staff from the city's engineering and planning departments. Steve oversaw all field efforts associated with the on-the-ground survey to re-establish the boundary of the 14-acre tract.

EXPERIENCE

FIRM EXPERIENCE

FIRM'S EXPERIENCE PROVIDING SIMILAR SERVICES IN THE LAST 3-8 YEARS

LIFT STATION DESIGN EXPERIENCE

DCCM has delivered comprehensive lift station design services for municipal and county clients over the past 8 years, with a focus on both new installations and upgrades to existing facilities. The firm's experience includes hydraulic and operational evaluations, resilient capacity upgrades, flood mitigation, emergency power, and the integration of sustainable advanced control systems.

DCCM completed the Westover Park Lift Station Improvements in League City, which increased the lift station's firm capacity to 3,100 gallons per minute, supporting both current and future wastewater service needs for the area.

DCCM's lift station projects emphasize efficiency, regulatory compliance, and operational reliability. The team routinely evaluates wet well dimensions, pump operations, electrical systems, and force main capacity to optimize performance and meet Texas Commission on Environmental Quality (TCEQ) criteria. Projects often include odor control assessments and recommendations, as well as construction sequencing and coordination with public works departments to minimize service interruptions. DCCM's track record demonstrates a strong understanding of municipal requirements and a commitment to delivering cost-effective, long-lasting solutions for lift station infrastructure.



WESTOVER PARK LIFT STATION IMPROVEMENTS
City of League City | League City, Texas

ROADWAY DESIGN EXPERIENCE

DCCM has a strong reputation in roadway design and reconstruction, delivering projects for cities, counties, and state agencies across Texas and the surrounding region within the last 8 years. Our experience covers a broad range of project types, including new road construction, major roadway reconstruction, intersection improvements, and residential street rehabilitation. DCCM has completed projects for clients such as the City of Houston, City of Pasadena, Galveston County, Fort Bend County, Montgomery County, Harris County, and Williamson County, among others.

Notable recent work includes the Galveston County's Avenue S Rehabilitation, Fort Bend County's Fairgrounds Road Reconstruction, and multiple multi-street reconstruction programs for the City of Pasadena. These projects integrate paving, drainage, utility coordination, and traffic control, reflecting DCCM's multidisciplinary approach.

Our engineers and project managers are experienced in all phases of roadway projects, from feasibility studies and schematic design to final construction documents and construction phase services.



2019 STREET RECONSTRUCTION
City of Baytown | Baytown, Texas

The team is adept at addressing technical challenges such as stormwater management, utility relocation, and traffic safety, while maintaining compliance with local and state standards. Proven consistent delivery of high-quality roadway

infrastructure has established DCCM as a trusted partner for public sector clients seeking reliable and efficient roadway improvements.

PUBLIC WORKS EXPERIENCE

DCCM has a strong record in public works construction, particularly for roadway and lift station projects. The firm's experience in roadway construction includes work for major governmental entities and municipalities across Texas, such as Harris County, Fort Bend County, and the cities of Austin, Houston, Dallas, and San Antonio. A list of our past local government clients is below.

FEDERALLY-FUNDED DESIGN AND CONSTRUCTION PROJECT EXPERIENCE

DCCM has a 50-plus-year history of delivering drainage, transportation, and public infrastructure projects for many governmental entities for federal-funded or state-funded engineering design activities.

We understand the administrative, compliance, and auditing challenges that state and local governments face to ensure funds are managed effectively and efficiently to avoid issues with applying the federal funding (as applicable) to the Hickory Creek, Garden Acres, Herridge-Miller, and Hickory Slough Roadside Drainage Ditch Improvements and Flood Mitigation projects. Our approach will be to work closely with the City of Pearland leadership at the start of the contract to develop a project management plan that outlines the plan for meeting any federal requirements and will include a detailed project application, approval and obligation, project management, fiscal oversight, spend plan development, and execution plan. This will include training for the contractors and subcontractors, and a team to monitor adherence to these standards and guidelines.

We have provided services to HCFCD for flood reduction projects, including the Brays Bayou project, funded through Project Partnership Agreements under Section 211(f) to qualify for federal reimbursements for eligible work to reduce flooding risks. Section 211(f) allows HCFCD to take the lead in major flood damage reduction planning studies and construction projects with federal assistance. DCCM has completed multiple projects for the Brays Bayou federal project, including the design of channel modifications for the Discrete Segment 109 project from Buffalo Speedway to South Rice Boulevard and multiple bridge replacements over Brays Bayou, including Telephone Road, Lawndale Street, South 75th Street, Almeda Road, Ardmore Street, and Stella Link Road. Federal compliance was required for these projects to be eligible for reimbursement. Other federal- and state-funded experience includes the following:

- **Little Cedar Bayou Improvements** for the City of La Porte, including design and construction phase services, with DCCM as the prime firm. This was a Texas General Land Office-funded $2.5 million project.
- **Harvey Disaster Recovery Repairs** for HCFCD, including design and construction phase services, with DCCM as the prime firm. This was a FEMA-funded $4 million project.
- **69th Street Wastewater Treatment Plant Asset Inventory and Hurricane Harvey Evaluation** to assess damages to the plant caused by Hurricane Harvey, with DCCM as the prime firm. This was a FEMA-funded $400,000 study.
- **24-Inch Water Line Distribution Improvements** for Gulf Coast Water Authority, including design and construction phase services. This was a Community Development Block Grant (CDBG)-funded $3.6 million project.
- **Lake Houston Dam Spillway Improvements** project for the Coastal Water Authority, including design and construction phase services. DCCM as a key subconsultant. This was a FEMA-funded $45 million project.
- **Stormwater Tunnel Study, Phase II** for HCFCD, including preliminary design. DCCM as a key subconsultant. This was a CDBG-funded $3 billion project.

DCCM has been executing TxDOT contracts for the past 30 years. All TxDOT contracts, project work, and invoices comply with federal laws, statutes, codes, ordinances, rules, and regulations subject to review by the Federal Highway Administration (FHWA) and the U.S. Department of Transportation at any time. In addition, our experience includes:

- Working with FHWA for Interstate Access Justification Report preparation, review, and approval on interstate highway projects.
- Complying with FHWA's major projects (more than $500 million) process, including cost estimate reviews.
- Exceeding the minimum percentage of DBE use on all contracts.
- Complying with FEMA and USACE requirements related to drainage work, Federal Railroad Administration requirements related to work within railroad ROW, and Federal Aviation Administration (FAA) requirements related to work near airports.

– Managing environmental clearance documents—categorical exclusions, environmental assessments, and environmental impact statements—following the NEPA process.

PAST LOCAL GOVERNMENT CLIENTS

DCCM has provided services to numerous clients and government entities, such as cities, counties, and state-level agencies. We have provided a partial listing of our local government clients below. While our portfolio of clients is extensive, and we have worked for numerous agencies, we have always had one singular focus: we work with people. A large amount of our work comes from repeat business because we become personally invested in each project and maintain an open line of communication with our valued clients.

PAST LOCAL GOVERNMENT CLIENTS LIST:

- Brazoria County
- City of Baytown
- City of Conroe
- City of Deer Park
- City of Dickinson
- City of Galveston
- City of Houston
- City of La Porte
- City of League City
- City of Mont Belvieu
- City of Pasadena
- City of Pearland
- Galveston County
- Gulf Coast Water Authority
- Fort Bend County
- Harris County
- Harris County Flood Control District
- Harris County Toll Road Authority

FIRM'S ABILITY TO SOLVE ISSUES DURING CONSTRUCTION

DCCM addresses construction-phase issues through a proactive, systematic approach that emphasizes communication, collaboration, and technical expertise. The firm's process begins with thorough constructability reviews during the design phase, where the team consults with contractors and subject matter experts to identify and resolve potential challenges before construction starts. This early engagement helps minimize unforeseen conflicts so that project plans are feasible and cost-effective. During construction, DCCM maintains open lines of communication with all stakeholders, including clients, contractors, utility owners, and the public. Regular progress meetings and site visits allow the team to monitor construction activities, address issues as they arise, and keep the project on schedule and budget. When unexpected challenges occur, the team responds promptly by coordinating with the contractor and relevant parties to develop practical solutions that minimize delays and additional costs.

DCCM's construction administration services include reviewing contractor submittals and requests for information, providing timely responses, and documenting all site observations and actions taken. We also implement QA/QC measures, such as field observation reports, to verify that work meets project specifications and standards. To further reduce risks, DCCM prepares detailed construction phasing and traffic control plans, coordinates utility relocations early, and communicates project schedules and impacts to affected residents and businesses. Our value-added approach is grounded in lessons learned from previous projects, continued education, continuous improvement, and a commitment to delivering high-quality, on-time results.

FIRM'S EXPERIENCE WITH PERMITTING/COORDINATION WITH REGULATORY AGENCIES

DCCM has a strong record of coordinating with regulatory agencies at the federal, state, and local levels to secure timely project approvals. Our approach emphasizes early engagement with permitting authorities, including pre-application meetings to identify requirements and address potential concerns before formal submittals. This early communication helps streamline the review process and reduces the likelihood of delays. DCCM's teams are experienced in managing complex permitting for infrastructure, water, wastewater, stormwater, and utility projects, working closely with agencies such as USACE, FEMA, state departments of environmental protection, and local jurisdictions.

DCCM's process includes thorough preparation of permit applications, direct outreach to agency reviewers, and prompt response to requests for additional information. Ourfamiliarity with regulatory procedures and its established relationships with agency staff support efficient navigation of permitting requirements. By integrating permitting activities into the project schedule and maintaining open lines of communication, DCCM consistently delivers compliant, cost-effective solutions that keep projects on track.



DCCM provided engineering services for the Westover Park Lift Station in League City. DCCM obtained all permits, managed all regulatory compliance and collaborated with stakeholders throughout the process.

LIFT STATION EXPERIENCE

MULTIPLE LIFT STATION REHABILITATION

CITY OF HOUSTON | HOUSTON, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Marilena Stoica, PE
City of Houston
832.395.2305
mstoica@houstontx.gov

CONSTRUCTION START
2025

CONSTRUCTION COMPLETION
Estimated 2026

CONSTRUCTION COST
$20 million

PROJECT MANAGER
Li Chen, PE
713.869.3433
lchen@dccm.com

The City of Houston's Multiple Lift Station Rehabilitation project includes the restoration and reconstruction of five key flood-damaged lift stations within the West Fork San Jacinto River floodplain in the Kingwood area. Managed by DCCM, the project aims to enhance the efficiency and reliability of these essential wastewater facilities.

The rehabilitation scope included structural, electrical, mechanical, and civil design improvements. Major upgrades included structural modifications to convert the existing dry pit lift stations into submersible lift stations, installation of new submersible pumps with updated valves and piping, replacement of flood-damaged electrical equipment to be placed on an elevated platform above floodplain levels, installation of an emergency backup generator, and addition of odor control measures to address community concerns.





COUNTRYSIDE WASTEWATER TREATMENT PLANT DECOMMISSION, LIFT STATION AND FORCE MAIN UPGRADE

CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Jody Hooks
City of League City
281.554.1321
jody.hooks@leaguecitytx.gov

CONSTRUCTION START
2015

CONSTRUCTION COMPLETION
2016

CONSTRUCTION COST
$1.5 million

PROJECT MANAGER
Li Chen, PE
713.869.3433
lchen@dccm.com

DCCM was selected by the City of League City to provide preliminary engineering, final design, and construction services to decommission the existing Countryside WWTP and install a new lift station and a new force main to divert wastewater to the existing Southwest Water Reclamation Facility. The existing lift station was decommissioned and replaced by a new 10-foot lift station installed with three 20 HP submersible pumps to provide 850 GPM firm capacity for diversion service.

The design included modifications of the existing sewer collection system to add new manholes and gravity lines to intercept and divert sewer flow to the new lift station. Construction sequencing, bypass pumping, and coordination were carefully planned to allow the construction of the new lift station, sewer diversion, and demolition of the existing lift station and wastewater treatment facilities.

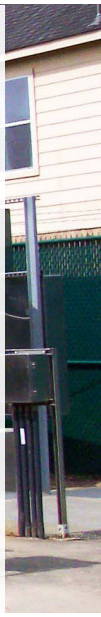
The new lift station was provided with a PLC-based pump control panel, SCADA access via wireless antenna for remote monitoring of the new lift station, and a manual transfer switch to allow emergency generator connection per TCEQ requirements. A new 2,450-linear-foot-long 8-inch force main was routed through a city park and along a neighborhood street before connecting to an existing 10-inch force main at FM 518. The existing Countryside wastewater treatment facilities and structures were demolished and removed, and the site was cleaned and sodded to be annexed to a park and recreation area.

The Countryside WWTP closure and diversion plans were approved and documented with TCEQ.

WESTOVER PARK LIFT STATION IMPROVEMENTS

CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Jody Hooks
City of League City
281.554.1321
jody.hooks@leaguecitytx.gov

CONSTRUCTION START
2019

CONSTRUCTION COMPLETION
2020

CONSTRUCTION COST
$1.6 million

PROJECT MANAGER
Li Chen, PE
713.869.3433
lchen@dccm.com

The City of League City contracted DCCM to perform a preliminary engineering study and evaluation of the existing Westover Park Lift Station hydraulic and operational conditions to meet its wastewater services requirements for new community development. DCCM completed the Westover Park Lift Station hydraulic and capacity evaluation, including a force main condition assessment and impact analysis of the shared 14-inch force main in conjunction with the Countryside WWTP Diversion Lift Station, and made a recommendation to upgrade the existing Westover Park Lift Station to meet future wastewater services requirements.

Design included the modification of the existing Westover Park Lift Station 10-inch force main to allow diversion of Countryside Lift Station wastewater to Westover Park Lift Station and construction of a new 14-inch force main to deliver the combined wastewater to the existing treatment facility. The existing Westover Park Lift Station pumps were replaced with three new 85 HP submersible pumps, including new manifold piping, pump control panel, level instrumentation, SCADA system, and electrical modification work to provide a firm capacity of 3,100 GPM. The new firm capacity can accommodate the wastewater diversion from Countryside Lift Station as well as the future development of Westwood Subdivision to cover the entire service area. Lump sum work required construction sequencing, wastewater bypass pumping, and coordination with League City Public Works to minimize interruption of Westover Park Lift Station operations.

SHADOW CREEK RANCH LIFT STATION

CITY OF PEARLAND | PEARLAND, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Darcy Gomez
City of Pearland
281.652.1682
dgomez@pearlandtx.gov

CONSTRUCTION START
2022

CONSTRUCTION COMPLETION
2023

CONSTRUCTION COST
$947,000

PROJECT MANAGER
Keith Ivy, PE
713.869.3433
kivy@dccm.com

The Shadow Creek Regional Lift Station needed rehabilitation and a natural gas generator due to deteriorating conditions. The existing station had an 11-foot-diameter, 35-foot-deep wet well with two 8-inch raw sewage pumps, a vault with check valves, valves and appurtenances, an odor control unit, and electrical equipment. A T-lock liner was installed to protect the concrete. DCCM provided design work including removing the liner, replacing pipes, pumps, and valves, adding flow measurement and bypass access, relocating the odor control unit, and installing a new access hatch. They also coordinated the control panel upgrade, automatic transfer switch, and 125-kW gas generator. Due to space constraints, innovative fiber reinforcement was used to support the new vault opening and door instead of a structural beam.

ROYAL OAKS LIFT STATION

CITY OF PEARLAND | PEARLAND, TEXAS





DCCM provided engineering services to replace the Royal Oaks Lift Station, serving the Royal Oaks apartments and Floyd's Cajun Seafood, due to wear and the need for submersible pumps. The existing station had a 5-foot diameter, 18.5-foot-deep well with two 5-horsepower (HP) pumps discharging via a force main to a distant manhole. DCCM designed a new, larger wet well housing two 297 GPM pumps, valves, an electromagnetic flow meter, and an upstream manhole for easier access and future bypassing. The project included replacing the concrete pad, fence, and electrical systems, and rerouting pipes. During design, a third outfall was found below the drawdown level, leading DCCM to design a temporary gravity sewer for bypass and future use.

FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Darcy Gomez
City of Pearland
281.652.1682
dgomez@pearlandtx.gov

CONSTRUCTION START
2022

CONSTRUCTION COMPLETION
2023

CONSTRUCTION COST
$690,000

PROJECT MANAGER
Keith Ivy, PE
713.869.3433
kivy@dccm.com

ELEVATED PLATFORM EXPERIENCE

GREENS BAYOU TELECOMMUNICATIONS SITE ELEVATED PLATFORM

CENTERPOINT ENERGY | HARRIS COUNTY, TEXAS



FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Lorne Hughes
CenterPoint Energy
713.207.7631
lorne.hughes@centerpointenergy.com

CONSTRUCTION START
2022

CONSTRUCTION COMPLETION
2023

CONSTRUCTION COST
Confidential

STRUCTURAL PROJECT MANAGER
James Hornsby, PE
713.869.3433
jhornsby@dccm.com

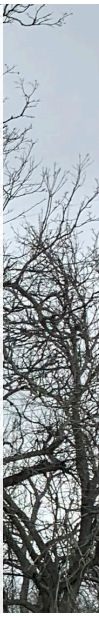
DCCM performed civil, structural, and telecommunications engineering with an elevated platform for a 10-foot by 12-foot telecommunications shelter on an elevated 22-foot by 36-foot by 12-foot-high structural steel platform at the Greens Bayou Power Plant Substation. The scope of work included engineering and design of the telecommunications site and creation of site plans, fiber route plan and profiles, plans of the telecommunications shelter, generator, propane tank, ice bridge connection to the tower, fiber route, and electrical power conduit connections. We provided design from the telecommunications shelter to the substation control rooms and existing backbone fiber ring connections passing through the substation to insert the telecommunications site onto the network, completing telecommunications-specific power designs for generators, uninterruptible power supply (UPS), battery, charger, loading, grounding, breaker panel, wire and fuse sizing, all applicable calculations, etc. Our team provided the appropriate hardware to CenterPoint Energy's design standards.

The project included complete grounding and bonding design for the ground ring, creating site plans, grounding system plans, and details for the elevated platform, telecommunications shelter, equipment, and tower in compliance with CenterPoint Energy, the manufacturer, and industry standards. The design of the structural steel and concrete engineering and foundation included structural engineering, design, and calculations for concrete pier foundation supports and reinforcement, structural steel fabrication drawings, isometric platform drawings, stairs, and handrails.

LAKE JACKSON ELEVATED PLATFORM

CENTERPOINT ENERGY | HARRIS COUNTY, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Lorne Hughes
CenterPoint Energy
713.207.7631
lorne.hughes@centerpointenergy.com

CONSTRUCTION START
2023

CONSTRUCTION COMPLETION
2023

CONSTRUCTION COST
Confidential

STRUCTURAL PROJECT MANAGER
James Hornsby, PE
713.869.3433
jhornsby@dccm.com

DCCM performed civil, structural and telecommunications engineering for an elevated platform for a 10-foot by 12-foot telecommunications shelter on a 22-foot by 36-foot by 12-foot-high structural steel platform. The scope of work included engineering and design of the telecommunications site and creation of site plans, fiber route plan and profiles, plans of the telecommunications shelter, generator, propane tank, ice bridge connection to the tower, fiber route, and electrical power conduit connections.

We provided design from the telecommunications shelter to the substation control rooms, existing backbone fiber ring connections passing through the substation to insert the telecommunications site onto the network, completing telecommunications-specific power designs for generators, UPS, battery, charger, loading, grounding, breaker panel, wire and fuse sizing, all applicable calculations, etc. Our team provided the appropriate hardware to CenterPoint Energy's design standards. The project included complete grounding and bonding design for the ground ring, creating site plans, grounding system plans, and details for the elevated platform, telecommunications shelter, equipment, and tower in compliance with CenterPoint Energy, manufacturer, and industry standards. The design of the structural steel and concrete engineering and foundation included structural engineering, design, and calculations for concrete pier foundation supports and reinforcement, structural steel fabrication drawings, isometric platform drawings, stairs, and handrails.





ADDICKS SUBSTATION TELECOMMUNICATIONS SITE ELEVATED PLATFORM

CENTERPOINT ENERGY | HOUSTON, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Lorne Hughes
CenterPoint Energy
713.207.7631
lorne.hughes@centerpointenergy.com

CONSTRUCTION START
2023

CONSTRUCTION COMPLETION
2024

CONSTRUCTION COST
Confidential

STRUCTURAL PROJECT MANAGER
James Hornsby, PE
713.869.3433
jhornsby@dccm.com

DCCM performed civil, structural and telecommunications engineering and designed a telecommunications site with an elevated platform for a 10-foot by 12-foot telecommunications shelter on an elevated 22-foot by 36-foot by 12-foot-high structural steel platform. The scope of work included engineering and design of the telecommunications site, and creation of site plans, fiber route plan and profiles, plans of the telecommunications shelter, generator, propane tank, ice bridge connection to the tower, fiber route, and electrical power conduit connections.

We provided design from the telecommunications shelter to the substation control rooms, existing backbone fiber ring connections passing through the substation to insert the telecommunications site onto the network, completing telecommunications-specific power designs for generators, UPS, battery, charger, loading, grounding, breaker panel, wire and fuse sizing, all applicable calculations, etc. Our team provided the appropriate hardware to CenterPoint Energy's design standards. The project included complete grounding and bonding design for the ground ring, creating of site plans, grounding system plans and details for the elevated platform, telecommunications shelter, equipment, and tower in compliance with CenterPoint Energy, the manufacturer, and industry standards. The design of the structural steel and concrete engineering and foundation included structural engineering, design, and calculations for concrete pier foundation supports and reinforcement, structural steel fabrication drawings, isometric platform drawings, stairs, and handrails.

SEABROOK SUBSTATION ELEVATED STEEL PLATFORM

CENTERPOINT ENERGY | HARRIS COUNTY, TEXAS

DCCM performed civil, structural and telecommunications engineering for an elevated platform for a 10-foot by 12-foot telecommunications shelter on a 22-foot by 36-foot by 12-foot-high structural steel platform. The scope of work included engineering and design of the telecommunications site, and creation of site plans, fiber route plan and profiles, plans of the telecommunications shelter, generator, propane tank, ice bridge connection to the tower, fiber route, and electrical power conduit connections.

We provided design from the telecommunications shelter to the substation control rooms, existing backbone fiber ring connections passing through the substation to insert the telecommunications site onto the network, completing telecommunications-specific power designs for generators, UPS, battery, charger, loading, grounding, breaker panel, wire and fuse sizing, all applicable calculations, etc. Our team provided the appropriate hardware to CenterPoint Energy's design standards. The project included complete grounding and bonding design for the ground ring, creating of site plans, grounding system plans and details for the elevated platform, telecommunications shelter, equipment, and tower in compliance with CenterPoint Energy, the manufacturer, and industry standards. The design of the structural steel and concrete engineering and foundation included structural engineering, design, and calculations for concrete pier foundation supports and reinforcement, structural steel fabrication drawings, isometric platform drawings, stairs, and handrails.

FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Lorne Hughes
CenterPoint Energy
713.207.7631
lorne.hughes@centerpointenergy.com

CONSTRUCTION START
2023

CONSTRUCTION COMPLETION
2024

CONSTRUCTION COST
Confidential

STRUCTURAL PROJECT MANAGER
James Hornsby, PE
713.869.3433
jhornsby@dccm.com

ROADWAY EXPERIENCE

2019 STREET RECONSTRUCTION

CITY OF BAYTOWN | BAYTOWN, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Roshan Chaudhary
City of Baytown
281.422.7127
roshan.chaudhary@baytown.org

CONSTRUCTION START
2020

CONSTRUCTION COMPLETION
2023

CONSTRUCTION COST
$2.5 million

PROJECT MANAGER
Tommy Cromer, PE, ENV SP
713.869.3433
tcromer@dccm.com

DCCM provided design services to reconstruct Allenbrook Drive, Edgebrook Drive, Narcille Street, and Colby Drive for the City of Baytown's 2019 Street Reconstruction project. The total length of this project was 7,800 linear feet, and the work included designing a roadway for the project's limits, including storm sewer, sanitary sewer, and water line. The scope of work also included preparing construction plans and specifications, including plan view drawings, details, typical sections, project manual, quantity takeoff, engineer's estimate of probable construction costs, and bid phase services (issuance of plans, specifications, and addenda to bidders). Additional services included the initial field survey, traffic control, contract administration, construction inspection, materials inspection, and construction phase services.

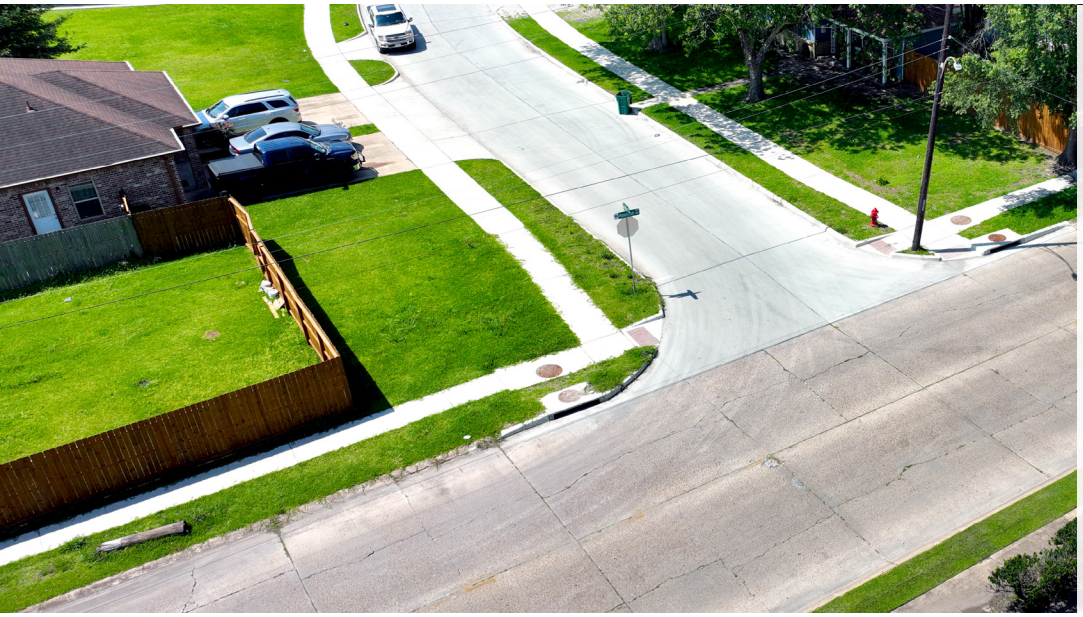
Challenges included working around existing trees in the ROW that the City of Baytown wanted to preserve. We were able to provide tree protection details to accomplish this. Another typical challenge with neighborhood reconstruction is traffic flow and access because there is only room for one-way traffic during each phase of construction. We coordinated with the schools, the post office, and waste collection early to minimize disruptions.





2020 MULTI-STREET RECONSTRUCTION

CITY OF PASADENA | PASADENA, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Victor Rendon
City of Pasadena
713.475.4995
vrendon@pasadenatx.gov

CONSTRUCTION START
2020

CONSTRUCTION COMPLETION
2024

CONSTRUCTION COST
$6.4 million

PROJECT MANAGER
Tommy Cromer, PE, ENV SP
713.869.3433
tcromer@dccm.com

DCCM provided design and construction phase services for reconstructing eight separate streets totaling 12,220 linear feet within the City of Pasadena. The reconstructed streets included West Park Lane, Madison Avenue, Austin Avenue, Easthaven Drive, Magnolia Street, Tilden Drive, Polk Avenue, Kansas Street, and Llano Street. The project scope included the complete reconstruction of neighborhood concrete roads, including storm sewer, sanitary sewer, and water lines. The scope of work also included sidewalks, signing and pavement marking, traffic control, and a SWPPP.

This reconstruction project was bid on a unit price basis before the design began and was executed on a fast-track schedule. This included close coordination between DCCM and the contractor during the design and continuous coordination with the City of Pasadena and the contractor. This close coordination allowed changes to be quickly made in the field during construction as required. Portions of the project required innovative engineering to provide necessary detention within the limits of the street. This fast-track process will set the path for future projects designed and constructed within the City of Pasadena. The design and reconstruction of all streets were completed in an accelerated schedule of 12 months.





DICKINSON AVENUE IMPROVEMENTS
CITY OF LEAGUE CITY | LEAGUE CITY, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Anthony Talluto
City of League City
281.554.1451
anthony.talluto@leaguecitytx.gov

CONSTRUCTION START
2019

CONSTRUCTION COMPLETION
2021

CONSTRUCTION COST
$5.3 million

PROJECT MANAGER
Tommy Cromer, PE, ENV SP
713.869.3433
tcromer@dccm.com

DCCM provided preliminary engineering, final design, and construction phase services to replace a two-lane asphalt roadway with a two-lane concrete roadway and a 10-foot-wide shared-use concrete trail for 2 miles. The proposed roadway consisted of 7-inch reinforced concrete pavement and 6-inch concrete curbs. The width of the proposed pavement was 24 feet, face-to-face, except for left-turn lanes at East Walker and FM 646. The project also included water line and sanitary sewer line replacement and drainage improvements. Roadside ditches were used throughout the project, except for areas with limited ROW where a storm sewer was added.

In addition, a 10-foot-wide shared-use concrete trail was proposed on the east side of the 2-mile project. The trail section was designed to have a thickness of 5 inches on a 4-inch cement-stabilized sand subgrade. This part of the design was included to connect to the City of League City's expansive trail and park system. Other pedestrian features along the trail include Americans with Disabilities Act (ADA) compliant ramps, signage, and surface markings based on the latest ADA and Texas Department of Licensing and Regulations accessibility requirements.

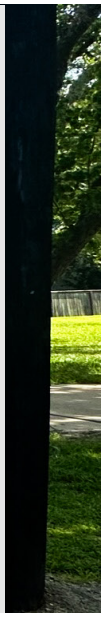




PIPER ROAD DRAINAGE IMPROVEMENTS

CITY OF PEARLAND | PEARLAND, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Rajendra Shrestha, PE, CFM
City of Pearland
281.652.1637
rshrestha@pearlandtx.gov

CONSTRUCTION START
2021

CONSTRUCTION COMPLETION
2021

CONSTRUCTION COST
$1.2 million

PROJECT MANAGER
Tommy Cromer, PE, ENV SP
713.869.3433
tcromer@dccm.com

DCCM provided design plans and specifications for a bid-ready submittal package that included comprehensive drainage and minor roadway improvements for Piper Road. The 2,900-foot project extended from FM 518 (Broadway Street) on the north to Fite Road on the south. The project included an asphalt overlay along with subgrade repairs, where necessary, based upon visual cracking and pavement failure.

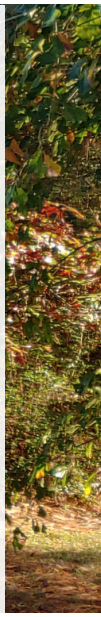
The design reduced the watershed area for the portion of Piper Road draining to the north, which diminished a recurring ponding problem at FM 518. The majority of the roadway now drains to Fite Road on the south using storm sewers underneath the former ditches. Driveway culverts were eliminated for the storm sewers draining to the south and were replaced with area drains between the driveways for direct drainage into the new storm sewer system.

Using storm sewers in this manner eliminated the need to do costly utility relocations or ROW acquisition. For about the same cost of construction compared to acquiring ROW and moving utilities, this concept greatly reduced the time required for project completion and the need to disrupt the front yards of homes located along Piper Road. Existing, significant trees also did not need to be removed. Existing water and sanitary sewer main lines and services were either protected or replaced to accommodate the new storm sewers. We were able to lean on our relationship with CenterPoint Energy to expedite relocations with the proposed storm sewer before construction began, which allowed the project to remain on schedule. The project significantly improved drainage compared to the existing roadway ditches.

DOWDELL WOODS SUBDIVISION DRAINAGE IMPROVEMENTS

HARRIS COUNTY | HARRIS COUNTY, TEXAS





FIRM
DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Florin Varadi, PE, ENV SP
Harris County
713.274.3587
florin.varadi@eng.hctx.net

CONSTRUCTION START
2021

CONSTRUCTION COMPLETION
Ongoing

CONSTRUCTION COST
$6.2 million

PROJECT MANAGER
Tommy Cromer, PE, ENV SP
713.869.3433
tcromer@dccm.com

DCCM provided professional engineering services to study and design improvements to Dowdell Woods Subdivision to reduce flooding impacts within this neighborhood The project was located in Harris County Precinct 3 The work included more than 14,000 feet of ditch and storm sewers with an outfall into Cypress Creek near Eldridge Parkway and removing and replacing the bituminous pavement The existing stormwater drainage system consisted of grass-lined roadside ditches, driveway culverts, several cross-culvert equalizer pipes, and ditches varying in depth from 1 to 3 feet. Most of the subdivision drains into Cypress Creek (K100-00) through an existing storm sewer located within an easement through a private equestrian center at the north end of the project A small portion of the subdivision at the southern end of the subdivision, from Ramona Drive to the south, drains into the existing roadside ditch system along Cypress-North Houston Road with outfall into Unit K161-00.

The improvements included deepening and widening the roadside ditches, installing larger driveway and cross-culverts, constructing a storm sewer system beneath the existing roadside ditches, regrading the ditches to direct runoff to inlets in the new storm sewer, and removal and replacement of the pavement. DCCM made significant enlargements in the storm sewers. The required stormwater detention volume was provided off-site as part of a regional project serving several subdivisions to mitigate the increased flow rates out of Dowdell Woods.

OTHER AVAILABLE RESOURCES

OTHER AVAILABLE RESOURCES

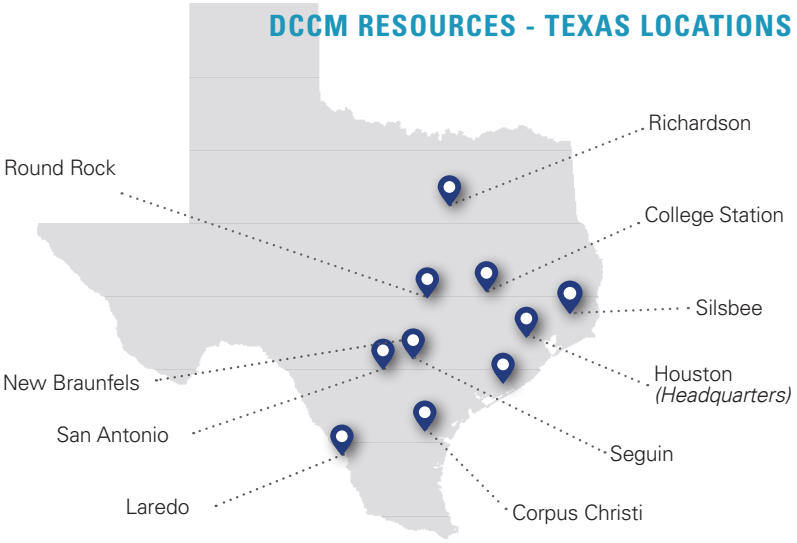
OUR COMBINED SERVICES

DCCM offers a comprehensive resource network and service portfolio for the City of Baytown's Oak Leaf and Lift Station Engineering project. Beyond the contributions of our core team and primary partners, our integrated divisions bring access to more than 1,200 professionals across 14 divisions in 47 locations, supporting seamless scaling and adaptability as project needs evolve. This interconnected structure allows us to mobilize qualified personnel from a wide range of offices, enabling quick response to demanding or concurrent assignments and helping to maintain continuous project progress during peak workloads or unexpected challenges.

We offer advanced surveying and documentation capabilities using drone-based aerial lidar, terrestrial scanning, and GIS mapping. This technology helps accelerate data collection, improve safety, and support precision in design and construction. Project team members are equipped to access, share, and update work products in real time, supporting Baytown's requirements for thorough documentation and responsive schedule management. DCCM's digital project controls, issue tracking systems, and resource allocation tools supplement our ability to oversee progress, document key decisions, and address emerging concerns without delay. Should circumstances require accelerated schedules or emergency response, additional staff, specialized equipment, and consulting resources can be assigned from our extensive internal and external pool, including trusted local subconsultants with direct municipal experience.

DCCM's multidisciplinary service lines include civil, traffic, mechanical, electrical, utility, and environmental engineering, with in-house and approved subconsultant resources available for geotechnical studies, environmental assessment, and specialized testing. Our collaborative approach encourages continuous client communication, and our teams regularly assess priorities through review meetings, coordinated scheduling, and active issue resolution. By offering alternate staffing, technical expertise, and diversified resource options, DCCM provides the City of Baytown with the flexibility and depth necessary to deliver reliable, compliant, and schedule-driven results across all project phases.

DCCM RESOURCES - TEXAS LOCATIONS



UNIQUE CAPABILITIES TO THE FIRM

DCCM brings many unique qualifications to serve the City of Baytown. While we have extensive expertise in delivering lift station and roadway project designs, we can also provide exceptional value on additional fronts. DCCM is unique because we have services not typically provided by many civil engineering firms. Our in-house design capabilities for gas line design, electrical distribution, and telecommunications provide our projects and clients with a unique understanding and relationships with dry utility providers that support our design efforts and help our clients with utility coordination and relocations. Our in-house SUE services provide significant value to our projects due to our ability to quickly visit the field to define utility locations that may conflict with the street improvements. Having quick access to these in-house services helps the project stay on schedule, meet or exceed all deadlines, and stay on budget. We can meet all of the clients' needs efficiently.

Our in-house surveying and ROW acquisition services enable our teams to respond promptly to project needs. These services enable DCCM to maintain our project schedules by having control over the critical services that often delay projects when supported by subconsultant firms.

QA/QC PROGRAM AND KNOWLEDGE OF CONDITIONS

QUALITY CONTROL AND QUALITY ASSURANCE PROGRAM

DCCM uses a strong, integrated QA/QC program to ensure project deliverables go beyond industry standards and meet client expectations. Our process includes:

- Regularly scheduled in-house reviews at 30%, 60%, 90%, and 100% design stages, each incorporating peer review, constructability assessment, and cross-discipline coordination, are conducted.
- Client-facing reviews at key milestones to gather feedback, validate design direction, and address project-specific concerns in real time.
- A layered documentation and tracking system leverages the City of Baytown's platform for all submittals, RFIs, meeting minutes, and regulatory compliance records.
- Constructability reviews with experienced field personnel and local trusted contractors are conducted to capture lessons learned and incorporate them into the current design, reducing the potential for costly change orders and construction phase delays.
- Verification of all federal funding, USACE, and NEPA compliance measures is part of our QA/QC checklist, with clear audit trails for documentation.
- Continuous communication with all stakeholders, including subcontractors and specialized consultants, is maintained to address and resolve potential issues prior to design submission or field execution.
- This comprehensive quality assurance framework is essential to our track record of delivering projects on time and within budget for complex, multi-disciplinary, federally funded programs.

For **lift station projects**, the QA/QC process includes a thorough evaluation of hydraulic conditions, pump operations, and system capacity to meet regulatory criteria. The team reviews all technical documents, calculations, and specifications, tracking and documenting each step. This approach is supported by an established electronic documentation and tracking system, which helps maintain accuracy and transparency throughout the project. The process also involves regular coordination with the client to confirm that all requirements are met and that the project remains on schedule and within budget.



Comprehensive QA/QC procedures monitor each construction phase, ensuring the lift station meets design specifications and long-term performance goals.

In **roadway projects**, the QA/QC plan emphasizes team and client coordination, with a focus on minimizing change orders and ensuring that contract documents meet technical standards. The plan design review process is detailed, covering all elements from reports and calculations to design and specification checks. By integrating these steps, DCCM's QA/QC plan supports the delivery of high-quality infrastructure that meets client expectations and regulatory standards.



Thorough QA/QC ensures roadway drainage improvements meet design standards and long-term performance.

Our mandate as licensed engineers is to protect the general public's health, safety, and welfare. We take this charge very seriously. To fulfill this mandate, we follow very clear guidelines to produce quality designs and services. Foremost, we adhere to known local design criteria, as well as state and federal guidelines.

We believe QA/QC is not merely a step in the design process. At DCCM, QA/QC is integrated into every aspect of the design and plan production effort. We cannot continue to garner repeat business from clients without consistently achieving excellence in our results. Our commitment to our clients is that we will do everything we can to eliminate errors and minimize the risks associated with engineering projects.

ENSURING ADHERENCE TO THE QAP

Each staff member involved in the QA/QC review process is required to document their efforts. This includes the Project Manager, the assigned project engineers, and the designated QA/QC reviewer. If necessary, we will also consult with third-party engineers within or outside the company. In addition, the CADD Production Manager verifies the accuracy of the work on an ongoing basis.

The checklists used in our QAP process for each project are outlined as follows:

- Use of a CADD checklist for verification that drawing, lettering, and page standards are met with consistency
- Verification that file naming conventions are followed
- Verification that applicable CAD layers are named according to convention for color, style, and line weight
- Verification that the correct pen table defining the project configuration is consistent across the CAD files
- Use of a comment response form documenting each review comment response with corrections made, if necessary, and verified by the QC reviewer
- Use of standard checklists prior to submittals of plans, specifications, and cost estimates at each project milestone
- Use of quantity checklists to verify cost estimate items and that calculations are accurate and reasonable
- Use of a report checklist supporting documentation format, content, and outline
- Use of a project close-out checklist to ensure the archival of the project follows corporate standards

We utilize a variety of features in our CAD software, AutoCAD Civil 3D, to ensure company CAD standards are followed and to provide consistent methods of determining quantity takeoffs.

Implementation of our QA/QC plan has been demonstrated to reduce construction delays and change orders associated with our projects. The application of our QAP ensures that the client receives fully functional, high-quality products. The Binkley & Barfield | DCCM team looks forward to demonstrating the value of our QA/QC policies to the City of Baytown.

FIRM'S FAMILIARITY WITH THE CITY'S CODES AND REGULATIONS

DCCM has a long-standing familiarity with the City of Baytown's codes and regulations. The firm's experience includes the design and delivery of more than 50 residential street reconstruction projects, major water transmission lines, and sanitary sewer improvements for the City of Baytown, dating back to the early 2000s. Project leadership, including David Hamilton, PE, has overseen these efforts and has been directly responsible for ensuring that all work aligns with the city's specific requirements.

The team's understanding of the City of Baytown's municipal codes is demonstrated through successful completion of the 2019 Street Reconstruction Program, and significant infrastructure projects. DCCM's approach includes strict adherence to local codes and regulations throughout all project phases, from preliminary engineering and design to bidding and construction. This track record is supported by references from City of Baytown officials and a history of delivering projects on time and within budget.



The 2019 Street Reconstruction project for the City of Baytown highlights effective quality assurance and control. DCCM managed 7,800 linear feet of street reconstruction, focusing on protecting existing trees, improving drainage, and maintaining traffic flow. Early coordination with local stakeholders minimized disruptions. Construction inspection and contract administration supported consistent quality, resulting in a project that met the City's standards for safety and durability.

DCCM has a large, diverse, and experienced staff that is capable of efficiently completing this assignment for the City of Baytown. We will effectively complete the project from design through construction and will prioritize the city's goal of providing sound planning and design for its citizens. Our team offers the following:

- An appreciation of the City of Baytown's mission to provide safe and reliable services and infrastructure to residents
- A locally headquartered, full-service office approximately 30 minutes from the city
- Demonstrated local success developing effective and fiscally sound engineering solutions
- Unparalleled experience in preliminary engineering, final design, bidding, and construction phase services for stormwater management projects similar to this assignment
- Prioritizing of continuous schedule adherence and cost control
- Strict adherence to, and setting a high priority for, schedule and cost control
- An established ability to support municipalities with coordinating and negotiating agreements with other entities including HCFCD and UPRR

REFERENCES

DCCM References	
Lift Station Design	
Project Name	**Multiple Lift Station Rehabilitation – Houston, Texas**
Client	City of Houston
Client or Owner's Representative	Marilena Stoica, PE | Project Manager
Phone	832.395.2305
Email	mstoica@houstontx.gov
Project Name	**Westover Park Lift Station Improvements – League City, Texas**
Client	City of League City
Client or Owner's Representative	Jody Hooks | Director of Public Works
Phone	281.554.1321
Email	jody.hooks@leaguecitytx.gov
Project Name	**Shadow Creek Ranch Lift Station – Pearland, Texas**
Client	City of Pearland
Client or Owner's Representative	Darcy Gomez | Project Manager
Phone	281.652.1682
Email	dgomez@pearlandtx.gov
Elevated Platform Design	
Project Name	**Greens Bayou Telecommunications Site Elevated Platform – Pearland, Texas**
Client	CenterPoint Energy
Client or Owner's Representative	Lorne Hughes | Sr. Technical Analyst
Phone	713.207.7631
Email	lorne.hughes@centerpointenergy.com
Roadway	
Project Name	**2019 Street Reconstruction – Baytown, Texas**
Client	City of Baytown
Client or Owner's Representative	Roshan Chaudhary | Associate Project Manager
Phone	281.422.7127
Email	roshan.chaudhary@baytown.org
Project Name	**2020 Multi-Street Reconstruction – Pasadena, Texas**
Client	City of Pasadena
Client or Owner's Representative	Victor Rendon | Director of Project Development
Phone	713.475.4995
Email	vrendon@pasadenatx.gov

CURRENT WORKLOAD

DCCM continuously evaluates our staffing and allocates staff to upcoming projects based on skill sets and continuity of scope. This evaluation results in an optimum outcome with a balanced consideration of quality and speed of completion. When we submit a solicitation, we forecast our future staffing needs and assign staff accordingly. If we identify an upcoming need, we first look internally at our pool of resources and allocate personnel. We hire new staff or use subconsultants as needed if a personnel shortfall is apparent.

As the touch point for the City of Baytown, our local office in Houston will draw on our corporate resources, allowing us to handle multiple projects at any time. DCCM personnel routinely manage multiple concurrent projects. Our effective communication, internally and with the client, gives us this ability. Our Project Principal will personally ensure that the appropriate company resources are allocated to the project and the schedule is met. Our current workload is illustrated in the table below.

APPROACH TO ASSURING TIMELY COMPLETION OF PROJECTS

Communicating consistently and proactively with all team members during all project phases is critical to completing projects on time. Issues that delay projects and increase costs can often be traced to ineffective communication. In addition, we must have a thorough understanding of our clients' goals and the desired outcome for their projects, as well as how stakeholders are affected by our design. These stakeholders include the City of Baytown, the general public, property owners, franchise utility companies, and regulatory agencies. Communicating with project stakeholders and obtaining required approvals can provide valuable input, help avoid construction delays, and contribute to the project's overall success.

The project schedule is created in Microsoft Project. Deltek Vantagepoint (DCCM's project-based enterprise resource planning software) is used with Microsoft Project to track actual project time. Once our project schedule is created, the design team meets weekly to identify the next steps, upcoming deadlines, staffing needs, and the critical path to project delivery.

The project control file manages files, and DCCM's web portal can be used as an interactive method for sharing information between us, the City of Baytown, and any subconsultants. In addition, the contractor can be granted access to specific information in the web portal during construction if desired. For example, our project engineers can upload revised drawings or additional information so that the contractor can view the information in the field, reducing delays and adding to the project's overall success.

Our team will meet design schedule needs using experienced project management personnel dedicated to closely communicating with the City of Baytown using the project control plan. Our policy is to start early, communicate often, and set realistic expectations. DCCM has a staff of more than 1,200 throughout fourteen offices and can provide additional engineering resources necessary for project delivery and schedule adherence.

APPROACH TO CLIENT CUSTOMER SERVICE

A PROFESSIONAL FOUNDATION THAT PRIORITIZES CUSTOMER SERVICE

DCCM's culture has evolved from a well-defined set of core ideologies that set a firm-wide standard for excellent client service and professional integrity. As a result, we believe that our success comes from our ability to consistently exceed our clients' expectations, and our growth over the years has been a by-product of that success.

Every aspect of our firm, from the selection of personnel to design methods and construction services, has been strategically planned to respond to the specific needs of our clients. Our team operates on a can-do business approach that emphasizes DCCM's core personality—to go above and beyond the call of duty to ensure our clients get the best possible service in the industry. We have successfully distinguished ourselves from everyone by focusing on our clients' needs and building a strategy and culture that seeks to elevate the client experience consistently.

MEASURING AND MONITORING CLIENT SATISFACTION

Our Project Managers remain fully engaged with our clients throughout the life cycles of all projects. The Project Managers maintain constant communication with the clients, addressing needs as they arise. This practice ensures the City of Baytown will always have a direct line of communication with our Project Manager.

The success of our projects also depends on our ability to receive ongoing feedback from clients using other methods. A continuous client feedback loop allows us to measure our experience and identify improvement areas.



PIPER ROAD DRAINAGE IMPROVEMENTS
City of Pearland | Pearland, Texas

REQUIRED FORMS

PROPOSER'S CERTIFICATION



Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

DCCM NORTH AMERICA, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-22899

Expiration Date
09/30/2026

CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/30/2025

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DCCM, LLC 1800 Post Oak Blvd, Suite 450 Houston TX 77056 USA	INSURER A: HDI Specialty Insurance Company	16131
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570113915059 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Architects & Engineers Professional			PID6558401S Claims Made SIR applies per policy terms & conditions	06/30/2025	06/30/2026	Per Claim Limit Aggregate Limit	$10,000,000 $10,000,000

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

Evidence of insurance.

CERTIFICATE HOLDER

DCCM, LLC
1800 Post Oak Blvd, Suite 450
Houston TX 77056 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : EVIDENCE OF INS

Certificate No : 570113915059

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ACORD 25 (2016/03)

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STATEMENT OF CONFLICTS

DCCM does not have any current or potential conflict of interests with the City of Baytown.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 David Hamilton, PE | Principal

Signature of vendor doing business with the governmental entity

September 23, 2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

REQUIRED CONTRACT PROVISIONS

DCCM has reviewed the contract provisions for Request for Qualifications No. 25-0814 and has no exceptions.



DCCM

TxENG F-22899

Houston *(headquarters)*
1800 Post Oak Boulevard, Suite 450
Houston, Texas 77056
713.874.9162

DCCM.com

CITY COUNCIL MEETING 9. a.

Meeting Date: 06/25/2026
Subject: Consider one (1) appointment to the Baytown Library Board.
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider a resolution authorizing one (1) appointment to the Baytown Library Board.

PREFACE

The Baytown Library Board is composed of seven (7) members appointed by the City Manager with City Council's approval. If elected, this member will serve a two (2) year term commencing on June 25, 2026, and expiring on February 28, 2027. This will fill a vacant position with the original appointed term of May 1, 2025, through February 28, 2027. A member may not serve more than three (3) consecutive two-year terms.

The one (1) current position for consideration is listed below.

Name	District/Position	Appointed Term
Vacant	City Manager — At Large	3/1/2025 - 2/28/2027

Attachments

Resolution Appt. to Library Board

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING _____ TO THE LIBRARY BOARD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, Chapter 54 of The City of Baytown Code of Ordinances provides for the appointment of Board Members to the Library Board; NOW, THEREFORE

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

Section 1: That the City Council of the City of Baytown, Texas hereby appoints one (1) member to the Library Board as follows:

A. _____ is appointed to serve as a Member of the Library Board with a term expiring on February 28, 2027;

Section 2: 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOLMES, Assistant City Attorney

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CITY COUNCIL MEETING 9. b.

Meeting Date: 06/25/2026
Subject: Appointment to the Baytown Area Water Authority
Prepared by: Gabriella Gonzales, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Consider a resolution authorizing one (1) appointment to the Baytown Area Water Authority.

PREFACE

The Baytown Area Water Authority presides over the City's wholesale supplier of water utilities and its facilities, equipment and supplies.

This item allows City Council to consider one (1) appointment to the Baytown Area Water Authority. If elected, this member will serve a two (2) year term commencing on June 25, 2026, and expiring on August 31, 2027. This will fill a vacant position with the original appointed term of September 1, 2025, through August 31, 2027.

The one (1) current position for consideration is listed below:

Name	District	Appointed Term
Vacant	Resident ETJ	9/1/2025 - 8/31/2027

Attachments

Resolution Appointing BAWA Member

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPOINTING _____ TO THE BAYTOWN AREA WATER AUTHORITY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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WHEREAS, Chapter 8104 of the Texas Special District Local Laws Code provides for the appointment of Board Members to the Baytown Area Water Authority (BAWA); NOW, THEREFORE

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

Section 1: That the City Council of the City of Baytown hereby appoints the following to serve as a board member to the Baytown Area Water Authority as follows:

A. _____ is appointed to serve as a Member with a term expiring on August 31, 2027.

Section 2: 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 25th day of June, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
KRISTIN HOMES, Assistant City Attorney

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