CITY OF BAYTOWN
NOTICE OF MEETING

CITY COUNCIL REGULAR MEETING
THURSDAY, OCTOBER 8, 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. MINUTES

a. Consider approving the minutes of the City Council Work Session and City Council Municipal Development District meetings held on September 10, 2026.

b. Consider approving the minutes of the City Council Special Meeting held on September 17, 2026.

3. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Present a proclamation designating the month of October as National Community Planning Month.

4. DISCUSSIONS

a. Discussion regarding Lakewood Park.

5. PUBLIC HEARINGS

a. Conduct a public hearing regarding a request to amend the official zoning map to rezone approximately 0.998 acres located at 8220 N State Highway 146, from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District to allow for commercial development.

6. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 0.998 acres of land, located east of North State Highway 146, south of Old Needlepoint Road, north of Redwood Drive, at 8220 N SH 146, from the Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

b. Consider an ordinance for the second reading of the proposed limited purpose annexation of approximately 78.952 acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road.

c. Consider an ordinance adding the properties recently annexed for limited purposes, approximately 78.952 acres, generally located east of North Main Street, west of Hadden Road and north of East Wallisville Road, to City Council District No. 4.

7. CONSENT

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

a. Consider an ordinance approving the Baytown Blue Hydrogen Agreement between the City of Baytown and Exxon Mobil Corporation, abandoning the City's interest in street rights-of-way totaling 23.5558 acres within the project area adjacent to Bayway Drive, and authorizing a Quitclaim Deed to Exxon Mobil Corporation.

b. Consider an ordinance for HIDTA purchase of Dell server utilizing DIR contract.

c. Consider an ordinance authorizing the award of the service agreement between HIDTA and the KACE Company, LLC.

d. Consider an ordinance authorizing the award of the annual Pharmaceutical and Medical Supply Contract to Bound Tree Medical, LLC.

e. Consider an ordinance authorizing the purchase of three (3) Ford Trucks from Silsbee Ford, through The Interlocal Purchasing System ("TIPS") Cooperative Program, for Public Works and Engineering.

f. Consider an ordinance authorizing the purchase of one (1) 2026 Pipehunter Tandem Axel Trailer Jetter from Texas Underground, Inc., through the BuyBoard Cooperative Purchasing Program for Public Works.

g. Consider an ordinance authorizing the purchase of one (1) John Deere 310 G-Tier Backhoe Loader from Doggett Heavy Machinery Services, LLC., through the Sourcewell Cooperative Purchasing Program.

h. Consider an ordinance to amend Ordinance No. 16,576 to correct the Assignee name.

i. Consider an ordinance authorizing a professional services agreement for Construction Management and Inspection Services with BGE, Inc. for the Market Street Revitalization Project.

j. Consider an ordinance authorizing a professional services agreement for the Oak Leaf Drive Reconstruction, Staples Lift Station Improvements, and Cedar Landing Lift Station Improvements Projects, 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.

k. Consider an ordinance authorizing Change Order No. 2 to the Progressive Design-Build Agreement with Baytown Waterworks Partners, a McCarthy Building Companies, Inc., and Carollo Engineering, Inc., joint-venture, for the Baytown Area Water Authority East Surface Water Plant Phase 2 Expansion Project.

8. MANAGER'S REPORT

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or

discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

9. COUNCIL MEMBER DISTRICT REPORT

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

10. EXECUTIVE SESSION

a. Recess into Executive Session pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney(s) and seek legal advice.

11. ADJOURN

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

THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6690, FAX 281-420-7176, OR CONTACT 281-420-6690 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: HTTP://RELAYTEXAS.COM

Approved for posting:

/S/Jason E. Reynolds, City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 2nd day of October 2026, at 12:30 P.M.

CITY COUNCIL MEETING 2. a.

Meeting Date: 10/08/2026

Subject: Minutes of the City Council Work Session and City Council Municipal Development District meetings held on September 10, 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 Municipal Development District meetings held on September 10, 2026.

PREFACE

Consider approving the minutes of the City Council Work Session and City Council Municipal Development District meetings held on September 10, 2026.

Attachments

Exhibit A
Exhibit B

DRAFT

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

September 10, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, September 10, 2026, at 5:00 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

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

Mayor Charles Johnson convened the September 10, 2026 City Council Work Session with a quorum present at 5:03 P.M. All members were present with the exception of Council Member James Franco who was absent

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. DISCUSSIONS

a. Discussion regarding the regulation of data centers in Baytown.

Director of Planning and Development Services Martin Scribner, provided specifications to address data centers in the City of Baytown. (Exhibit A)

Mayor Charles Johnson requested clarification regarding the policies and procedures of banning the development of data centers and clarifying where the City of Baytown stands with data centers.

City Attorney Scott Lemond and staff provided clarification regarding attempting to ban data centers and the denial of potential data center developments.

Council Member James Franco entered the meeting at 5:14 P.M.

Mayor Charles Johnson announced citizens signed up to speak.

Dr. June Stansky, 4601 Driftwood Dr., expressed her concerns for the current news and articles regarding artificial intelligence (AI) data centers harm to the environment.

Troy Whiteneck, 9946 Bayou Woods Dr., shared his recommendations regarding the resources and uses of developing and maintain these data centers across the state of Texas.

Desiree Klaus, 9026 Blue Star Ln., provided her concerns regarding the cost to fund the data center facilities and the long term affect financially for the City of Baytown residents.

Mayor and Council Members expressed their appreciation for staff's work, as well as concerns for residents in the surrounding areas, and specific criteria to run a data center with long term effects for the City of Baytown.

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the September 10, 2026, City Council Work Session at 5:40 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

September 10, 2026

The City Council and Baytown Municipal Development District (MDD) of the City of Baytown met in a Regular Joint Meeting on Thursday, September 10, 2026, at 6:30 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem / Vice President
Sarah Graham	Council Member / Director
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
Scott Lemond	City Attorney / General Counsel
Miriam Hernandez	Acting City Clerk / Assistant Secretary
John Stringer	Sergeant at Arms

Mayor / President Charles Johnson convened the September 10, 2026 City Council and Municipal Development District (MDD) Joint Meeting with a quorum present at 6:33 P.M. All members were present.

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

Mayor / President Charles Johnson took a point of privilege to inform the City Council that Council Member / Director James Franco introduced Detective Lance Watkins to share words in remembrance of 9/11.

1. CITIZEN COMMENTS

Mayor / President Charles Johnson announced a citizen signed up to speak.

Larry Dagle, 410 Park St., shared concern for the potential data breach in utilizing flock cameras.

2. MUNICIPAL DEVELOPMENT DISTRICT ITEMS

a. Consider a resolution authorizing Alliant Insurance Services, Inc., as broker, to secure agreements for insurance coverage policies for the Baytown Municipal Development District's property for Fiscal Year 2026-2027.

Director of Human Resources Joey Lopez presented the agreement for insurance coverage policies on behalf of the City of Baytown.

Mayor Charles Johnson requested clarification regarding the policies coverage.

A motion was made by Vice President Laura Alvarado and seconded by Director Mike Lester to approve Resolution No. 511, as submitted. The vote was as follows:

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

Nays: None

Approved

RESOLUTION NO. 511

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, AUTHORIZING ALLIANT INSURANCE SERVICES, INC., AS BROKER, TO PLACE PROPERTY AND CASUALTY RELATED INSURANCES POLICIES FOR THE HYATT REGENCY BAYTOWN HOUSTON HOTEL AND CONVENTION CENTER FOR FISCAL YEAR 2026-2027 IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED THIRTY-NINE AND 00/100 DOLLARS ($947,139.00); AUTHORIZING ALLIANT INSURANCE SERVICES, INC., AS BROKER, TO PLACE A TERRORISM COVERAGE POLICY WITH LLOYD'S SYNDICATE FOR THE HYATT REGENCY BAYTOWN-HOUSTON HOTEL AND CONVENTION CENTER FOR FISCAL YEAR 2026-2027 IN AN AMOUNT NOT TO EXCEED SIX THOUSAND EIGHT HUNDRED SEVENTEEN, AND 85/100 DOLLARS ($6,817.85); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

3. CITY COUNCIL ITEMS – MINUTES

a. Consider approving the minutes of the City Council Work Session and City Council Regular meeting held on August 13, 2026.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Jacob Powell to approve the minutes of August 13, 2026. The vote was as follows:

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

Nays: None

Approved

4. PRESENTATION

a. Receive a presentation from the Gulf Coast Protection District.

Community Relations Natalia Alaniz with Gulf Coast Protection District presented a presentation regarding the coastal resilience strategy for the upper Texas coast. (Exhibit A)

5. PUBLIC HEARING

a. Conduct a public hearing on a proposal to adopt a tax rate of $0.69803, which is effectively a 8.03 percent increase in the tax rate.

At 7:01 P.M., Mayor Charles Johnson opened the public hearing regarding a proposal to adopt a tax rate of $0.69803.

Director of Finance Teresa McKenzie presented the proposal tax rate for the City of Baytown. (Exhibit B)

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

Desiree Klaus, 9026 Blue Star Ln., shared information regarding the current unemployment rates for the City of Baytown residents and concerns with the tax rate increase.

At 7:04 P.M., Mayor Charles Johnson closed the public hearing regarding a proposal to adopt a tax rate of $0.69803.

6. MUNICIPAL BUDGET FOR FISCAL YEAR 2026-2027

a. Consider an ordinance to adopt or postpone the City of Baytown Fiscal Year 2026-27 Proposed Municipal Budget.

Director of Finance Teresa McKenzie presented the proposed Municipal Budget for 2026-27. (Exhibit C)

Mayor Pro Tem / Vice President Laura Alvarado inquired of new positions for the City of Baytown and shared with the City Council of potential growth in the employment market with the new developments.
City Manager Jason Reynolds clarified the positions that have been added to the City of Baytown.

Mayor Charles Johnson announced citizens signed up to speak.

Dr. June Stansky, 4601 Driftwood Dr., shared recommendations regarding line items for the budget of the City of Baytown and importance of transportation services to increase for residents.

Troy Whiteneck, 9946 Bayou Woods Dr., expressed his opinions regarding the City of Baytown budget for transportation services and consideration for how City Council addresses citizen concerns.

Mayor Pro Tem Laura Alvarado inquired with legal regarding her ability to take action on the budget as a whole, due to potential conflict of interest.

City Attorney Scott Lemond clarified there is no conflict of interest for Mayor Pro Tem Laura Alvarado regarding taking action on the Municipal Development Budget.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,596, as submitted. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 16,577

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR, BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN ACCORDANCE WITH THE CHARTER AND ORDINANCES OF THE CITY OF BAYTOWN; AND PROVDIING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

b. Consider an ordinance approving the ad valorem tax rate for the City of Baytown, Texas, for fiscal year ending September 30, 2027. Approval of the ordinance will set the

property tax rate at $0.69803 per $100 valuation for the 2026 Tax Year. The General Fund maintenance and operations tax rate will be set at $.43812 per $100 valuation and the debt service tax rate set at $.25991 per $100 valuation.

Director of Finance Teresa McKenzie provided details regarding the differences in tax rates and required motion to take action on this item.

Mayor and Council Members expressed their opinions and recommendations regarding the tax rates that will be implemented for the City of Baytown and how it affects the overall budget.

City Manager Jason Reynolds discussed how the tax rate could impact services for residents.

A motion was made by Mayor Charles Johnson and seconded by Council Member Mike Lester to approve Ordinance No. 16,578, as submitted. The vote was as follows:

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

Nays: Council Member James Franco

Approved

ORDINANCE NO. 16,578

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADOPTING THE RATE AND TAX LEVY FOR GENERAL FUND MAINTENANCE AND OPERATIONS AND DEBT SERVICE FOR THE CITY OF BAYTOWN FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2027, UPON ALL TAXABLE PROPERTY IN SAID CITY OF BAYTOWN IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE CHARTER PROVISIONS AND ORDINANCES OF SAID CITY; AND PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. PROPOSED ORDINANCES

a. Consider an ordinance approving the 2026-2027 Annual Update of the Service and Assessment Plan and Assessment Roll for the Bay Creek Public Improvement District, including the collection of the 2026 Annual Installments.

Economic Development Manager Brian Moran introduced speaker Abdi Yassin with Municap, INC.

Mr. Abdi Yassin, presented the 2026-2027 Annual Update of the Service and Assessment Plan and Assessment Roll. (Exhibit C)

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to approve Ordinance No. 16,579, as submitted. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 16,579

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS APPROVING THE 2026 ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE BAY CREEK PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2026 ANNUAL INSTALLMENT.

b. Consider an ordinance for the second reading of the proposed voluntary annexation of approximately 0.998 acres at 8820 North State Highway 146 (SH 146), located on the east side of N SH 146, south of Pine Meadows Boulevard.

Director of Planning and Development Services Martin Scribner provided a presentation regarding the proposed voluntary annexation of approximately 0.998 acres. (Exhibit D)

A motion was made by Council Member Jacob Powell and seconded by Council Member Mike Lester to approve Ordinance No. 16,580, as submitted. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 16,580

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING

FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 0.998 ACRES LOCATED ON THE EAST SIDE OF NORTH STATE HIGHWAY 146 APPROXIMATELY 415 FEET SOUTH OF PINE MEADOWS BOULEVARD, LEGALLY DESCRIBED AS TRACT 110-C-0-1 WILLIAM BLOODGOOD LEAGUE ABSTRACT 4, CHAMBERS COUNTY, TEXAS; WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

c. Consider an ordinance adding the newly-annexed properties generally described as approximately 0.998 acres, located at 8220 North State Highway 146 (SH146) to City Council District No. 5.

Director of Planning and Development Services Martin Scribner provided a presentation regarding proposed voluntary annexation of approximately 0.998 acres. (Exhibit F)

Mayor Pro Tem Laura Alvarado requested clarification for the time frame of ensuring residents are listed in the correct districts.

City Manager Jason Reynolds provided the overall concensus for the process.

A motion was made by Council Member Jacob Powell and seconded by Council Member Kenrick Griffith to approve Ordinance No. 16,581, as submitted. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 16,581

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADDING APPROXIMATELY 0.998 ACRES LOCATED ON THE EAST SIDE OF NORTH STATE HIGHWAY 146 APPROXIMATELY 415 FEET SOUTH OF PINE MEADOWS BOULEVARD, LEGALLY DESCRIBED AS TRACT 110-C-0-1 WILLIAM BLOODGOOD LEAGUE ABSTRACT 4, CHAMBERS COUNTY, TEXAS, TO DISTRICT NO. 5; REPEALING; REPEALING ORDINANCES INCONSISTENT HEREWITH; CONTAINING A

SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

8. PROPOSED RESOLUTIONS

a. Consider a resolution adopting the City of Baytown 2027-2029 list of priorities for the 90th Texas State Legislature Session.

Director of Public Affairs Thomas Reeves provided the 2027-2029 list of priorities regarding the 90th Texas State Legislature Session. (Exhibit G)

Council Members expressed appreciation to the Public Affairs staff for putting these reports together and look forward to the progression.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve Resolution No. 3131, as submitted. The vote was as follows:

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

Nays: None

Approved

RESOLUTION NO. 3131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ESTABLISHING THE CITY OF BAYTOWN'S LEGISLATIVE PRIORITIES FOR THE 90TH TEXAS LEGISLATIVE SESSION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider a resolution dissolving the Baytown Strategic Planning Advisory Committee (SPAC) as part of the City's review of boards, commissions, and committees whose mission has been completed or that are no longer necessary to conduct the operation of city government.

Mayor Pro Tem Laura Alvarado informed the City Council how the committee and board members commit to serve their community.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3132, as submitted. The vote was as follows:

Ayes: Mayor Charles Johnson, Mayor Pro Tem Laura Alvarado, Council Member Sarah Graham, Council Member Kenrick Griffith, Council

Member James Franco, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 3132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DISSOLVING THE BAYTOWN STRATEGIC PLANNING ADVISORY COMMITTEE; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

9. CONSENT

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve Item 9.a., thru Items 9.l. The vote was as follows:

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

Nays: None

Approved

a. Consider an ordinance authorizing a professional services agreement with Meridian Blueprint, LLC for asset management services.

ORDINANCE NO. 16,582

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MERIDIAN BLUEPRINT, LLC FOR ASSET MANAGEMENT SERVICES FOR THE CITY OF BAYTOWN RELATED TO THE PUBLIC WORKS AND ENGINEERING AND THE PARKS AND RECREATION AND TOURISM DEPARTMENTS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing a services agreement with Parkers Solutions for webmaster services.

ORDINANCE NO. 16,583

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TRISA PARKER D/B/A PARKER'S SOLUTIONS FOR WEB SUPPORT FOR THE CITY OF BAYTOWN, CIVIC PLUS CONTENT MANAGEMENT SYSTEMS, AND OTHER THIRD-PARTY OR SELFHOSTED PLATFORMS IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED, EIGHT-THOUSAND AND NO/100 DOLLARS ($108,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the award of the Annual Police Uniforms Contract to Gall's, LLC.

ORDINANCE NO. 16,584

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AWARDING THE ANNUAL POLICE UNIFORM CONTRACT TO GALLS, LLC, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD), FOR THE PURCHASE OF POLICE UNIFORMS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN OF AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($217,195.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance authorizing the award of the Sulfur Dioxide contract to PVS DX Inc.

ORDINANCE NO. 16,585

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF PVS DX, INC. FOR THE ANNUAL SULFUR DIOXIDE CONTRACT AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT NOT TO EXCEED SEVEN HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS ($733,920.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the award of the Annual Tire & Tube Contract to The Goodyear Tire and Rubber Company.

ORDINANCE NO. 16,586

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($230,000.00) TO GOODYEAR TIRE AND RUBBER COMPANY FOR THE AWARD OF THE ANNUAL TIRE AND TUBE CONTRACT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), CONTRACT #729-24; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing the renewal of an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool as the administrator for the City of Baytown's property and casualty insurance.

ORDINANCE NO. 16,587

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE FOR THE ANNUAL PROPERTY AND CASUALTY INSURANCE PROGRAM; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED SEVENTY THOUSAND ONE HUNDRED FOUR AND NO/100 DOLLARS ($2,270,104.00) FOR INSURANCE CONTRIBUTIONS FOR THE ANNUAL PROPERTY AND CASUALTY INSURANCE PROGRAM FOR PREMIUMS, REIMBURSABLE LOSSES, ADMINISTRATIVE FEES AND DEDUCTIBLES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing the City’s Workers’ Compensation Excess Coverage with AmTrust/Wesco Insurance Company.

ORDINANCE NO. 16,588

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING ALLIANT INSURANCE SERVICES, INC., AS BROKER, TO PLACE THE CITY'S WORKERS' COMPENSATION EXCESS COVERAGE FOR A TWO YEAR

AGREEMENT WITH AMTRUST/WESCO INSURANCE COMPANY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-SIX THOUSAND, THREE HUNDRED FIFTY AND NO/100 DOLLARS ($256,350.00) FOR THE EXCESS WORKERS' COMPENSATION INSURANCE PROGRAM; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing payment to CorVel Corporation as the third-party administrator (TPA) of the City of Baytown's workers' compensation claims.

ORDINANCE NO. 16,589

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT TO CORVEL CORPORATION AS THE THIRD-PARTY ADMINISTRATOR (TPA) OF THE CITY OF BAYTOWN'S WORKERS' COMPENSATION CLAIMS IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) FOR YEAR THREE OF A THREE-YEAR TPA CLAIMS ADMINISTRATION SERVICES AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance authorizing a professional services agreement for Bid Phase and Construction Phase Services with Civitas Engineering Group, Inc., for the West Baytown Drainage Improvements Project.

ORDINANCE NO. 16,590

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CIVITAS ENGINEERING GROUP, INC. FOR BID PHASE AND CONSTRUCTION PHASE SERVICES FOR THE WEST BAYTOWN DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($143,655.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

j. Consider an ordinance awarding a construction contract to LEM Construction Company, Inc. for the West District Wastewater Treatment Plant One Rehabilitation Project.

ORDINANCE NO. 16,591

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF LEM CONSTRUCTION COMPANY, INC, FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT ONE REHABILITATION PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH LEM CONSTRUCTION COMPANY, INC.; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SEVEN-MILLION, SIX-HUNDRED, NINETY-ONE THOUSAND, FIFTY AND 00/100 DOLLARS ($7,691,050.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

k. Consider an ordinance authorizing the purchase of water service line services for the Lead Service Line Replacement Project from the Buyboard Cooperative Purchasing Program, contractor Southern Trenchless Solutions, LLC.

ORDINANCE NO. 16,592

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT OF FOUR HUNDRED THREE THOUSAND FOUR HUNDRED FORTY-TWO AND NO/100 DOLLARS ($403,442.00) TO SOUTHERN TRENCHLESS SOLUTIONS, LLC FOR THE PURCHASE OF WATER SERVICE LINE SERVICES FOR THE LEAD SERVICE LINE REPLACEMENT PROJECT, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

l. Consider an ordinance authorizing a professional services agreement for construction materials testing services with Quartet Engineers Corporation for the Market Street Revitalization Project.

ORDINANCE NO. 16,593

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH QUARTET ENGINEERS CORPORATION FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE MARKET STREET REVITALIZATION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FOUR-HUNDRED, FORTY-SEVEN THOUSAND, THREE-HUNDRED, SIXTY-FIVE AND NO/100 DOLLARS ($447,365.00);

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

10. MANAGER'S REPORT

- Public Works and Engineering (PWE)
    - I'd like to begin by recognizing several team members from PWE for their accomplishments at Public Works Expo (PWX), a national and international conference hosted by the American Public Works Association.
        - I'd like to begin by recognizing several team members from PWE for their accomplishments at PWX), a national and international conference hosted by the American Public Works Association with some of our own City employees selected to serve as leadership on the PWX working committee.
    - The team also brought home several awards:
        - BBQ Cook-Off: Two 3rd Place awards, two 5th Place awards, and 4th Place Overall out of 11 teams. Participants: Blake Oden, Ronald Dempsey, Carol Haddock, Paul Singleton, and Scott Fisher.
        - Equipment Roadeo:
            - 3rd Place Backhoe – David "KP" Kirkpatrick
            - 1st Place Pipe Cutting – Ale Moz
            - 1st Place Women's Combined Backhoe & Mini-Excavator – Blanca Rubio
            - 3rd Place Women's Combined Backhoe & Mini-Excavator – Ale Moz
            - 4th Place Women's Combined Backhoe & Mini-Excavator – Nikki Swearingen

A big thank you to everyone who participated and represented Baytown so well. We appreciate your hard work and dedication!

I'd also like to recognize BAWA Operator Andrew Gonzales for his outstanding collaboration during the ongoing plant inspection. Andrew has done an excellent job coordinating with the Design-Build Contractor, and his efforts have been instrumental to the success of this project. Thank you, Andrew, for all you do!

11. COUNCIL MEMBER DISTRICT REPORT

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

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

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

- Planning & Development Services

  - Cottage Green on Hunt Road has two active permits for the construction of buildings, a swimming pool, and a pickleball court.
  - Maplewood Industrial at 7505 Gateway Blvd currently has two permits issued for the construction of a concrete tilt-wall shell building and associated site work.
  - Construction is more than halfway complete at the Baytown Veterinarian Hospital.
- Public Works and Engineering
  - Garth Road construction continues to move forward. From I-10 to Hunt Road, final subgrade preparation is underway for concrete paving. Weather permitting the new pavement is on track for completion by the end of September, followed by striping and signage. The goal is to move traffic onto the new pavement before the holiday season.
  - Crews are replacing a portion of the concrete panel and driveway section at 4710 Burning Tree Dr. They are also replacing a section of the concrete panel at 4716 Saint Andrews Dr.
  - A contractor is currently replacing water lines on Village Lane. While the street is located in District 3, it borders District 4, so District 4 residents may also be impacted in the immediate area.
- Parks, Recreation, and Tourism
  - The Wayne Gray Sports Complex continues to see high usage through adult leagues and tournament play. This summer, the complex hosted 43 adult teams, including 35 softball teams and 8 kickball teams. An additional 16 team participated in a one-day adult softball tournament. Looking ahead, five tournaments are scheduled for September, and registration is underway for five new adult league seasons beginning at the end of the month.
  - P2:3 launched the 2027 Pirates Bay Season Pass, allowing current passholders to renew at discounted rate of $39.99. The company also partnered with the Baytown Fire Department to conduct swift-water rescue training at the facility and plans to continue supporting future emergency-response exercises.

On September 11, 2026 at 8 A.M., the Fire Department will hold a memorial at Bicentenial Park for the 25th anniversary of 9/11.

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

12. ADJOURN

With there being no further business to discuss, Mayor/President Charles Johnson adjourned the September 10, 2026, Municipal Development District and City Council Regular Joint Meeting at 7:58 P.M.

_____

Angela Jackson, City Clerk/Assistant Secretary
City of Baytown

CITY COUNCIL MEETING 2. b.

Meeting Date: 10/08/2026
Subject: Minutes of the City Council Special Meeting held on September 17, 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 Special Meeting held on September 17, 2026.

PREFACE

Consider approving the minutes of the City Council Special Meeting held on September 17, 2026.

Attachments

Exhibit A

DRAFT

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF BAYTOWN

September 17, 2026

The City Council of the City of Baytown, Texas, met in a Special Meeting on Thursday September 17, 2026, at 5:00 P.M. in the Council Chamber of Baytown City Hall, 2401 Market Street, Baytown, Texas, with the following in attendance:

Sarah Graham	Council Member
Kenrick Griffith	Council Member
Mike Lester	Council Member
Charles Johnson	Mayor
Jason Reynolds	City Manager
Kristin Holmes	Assistant City Attorney
Gabriella Gonzales	Assistant City Clerk
John Stringer	Sergeant at Arms

Mayor Charles Johnson convened the September 17, 2026 Special City Council Meeting with a quorum present at 5:01 P.M. All members were present with the exception of Mayor Pro Tem Laura Alvarado, Council Member James Franco and Council Member Jacob Powell who were absent.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. PROPOSED ORDINANCES

a. Consider an ordinance for the first reading of the proposed limited purpose annexation of approximately 78.952 acres located east of North Main Street and west of Hadden Road approximately 2,500 feet north of East Wallisville Road.

Director of Planning and Development Services Martin Scribner presented the proposed limited purpose annexation of approximately 78.952 acres. (Exhibit A)

Mayor and Council Members expressed their recommendations regarding cost recovery and how the projections will look for residents.

A motion was made by Council Member Kenrick Griffith and seconded by Council Member Sarah Graham to approve Ordinance No. 16,594. The vote was as follows:

Ayes: Mayor Charles Johnson, Council Member Sarah Graham, Council Member Kenrick Griffith and Council Member Mike Lester

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent), Council Member James Franco (Absent) and Council Member Jacob Powell (Absent)

Approved

ORDINANCE NO. 16,594

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, FOR A LIMITED PURPOSE ONLY TO INCLUDE APPROXIMATELY 78.952 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF NORTH MAIN STREET, WEST OF HADDEN ROAD AND APPROXIMATELY 2,500 FEET NORTH OF EAST WALLISVILLE ROAD; LEGALLY DESCRIBED AS TRACTS 9-11, ABSTRACT NO. 21, GEORGE ELLIS SURVEY, HARRIS COUNTY, TEXAS; WHICH SAID TERRITORIES LIE ADJACENT TO AND ADJOIN THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

5. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the September 17, 2026 Special City Council Meeting at 5:04 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 3. a.

Meeting Date: 10/08/2026

Subject: Present a proclamation designating the month of October as National Community Planning Month.

Prepared by: Valerie Torres, Administration

Department: Administration

Information

ITEM

Present a proclamation designating the month of October as National Community Planning Month.

PREFACE

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No Fiscal Impact.

CITY COUNCIL MEETING 5. a.

Meeting Date: 10/08/2026
Subject: Zoning Map Amendment from Open Space/Recreation (OR) to General Commercial (GC)
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Talbert Jackson, Planning and Development Services

Information

ITEM

Conduct a public hearing regarding a request to amend the official zoning map to rezone approximately 0.998 acres located at 8220 N State Highway 146, from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District to allow for commercial development.

PREFACE

The applicant is requesting to rezone approximately 0.998 acres of land, located at 8220 N State Highway 146, legally described as Tract 110-C-0-1, William Bloodgood Abstract No. 682, Chambers County, Texas, from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District. The applicant proposes a commercial development to support an auto service-related business of approximately 5,381 square-feet.

Annexation occurred on September 10, 2026, at which time the property was designated as Open Space/Recreation (OR) zoning which is the default zoning for a newly annexed property. The subject property is currently developed as a small retail use.

Supporting documentation is attached for review.

RECOMMENDATION

Attachments

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

Zoning Map Amendment
Application and Applicant Statement

Application Date: April 9, 2026

Plan Number: ZP26040030

Requested Action: Rezone from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District

Applicant: Bohler Engineering 2600 Network Blvd, Ste. 310, Frisco, Texas 75034 (469) 458-7300

Owner: Gilbreath & Company P.O. Box 1264, Friendswood, Texas 77549 (281) 992-4555

Pre-application Number: N/A

Property Legal Description: Tract 110C-0-1 William Bloodgood Survey No. 682

Acres: 0.998

Current Zoning: Open Space/Recreation (OR)
Annexation Public Hearing - July 09, 2026

Proposed Zoning: General Commercial (GC)

Applicant Statement

1. **Explain how the proposed map amendment complies with the applicable standards of the City's Code, the Unified Land Development Code (ULDC), and any applicable county, state, or federal requirement.**
   The project parcel is currently within the City's ETJ and the properties immediately adjacent to the north, south, and west are within the City limits. Per the City's Future Land Use Map, this property is intended to be Neighborhood scale commercial. Our proposed use of minor auto repair would fill the criteria of a commercial service for the surrounding area.

2. **Explain how the proposed map amendment conforms to any associated prior approval for the development.**
   The project parcel is currently within the City's ETJ and the properties immediately adjacent to the north, south, and west are within the City limits.

3. **Explain how the proposed map amendment is consistent with the Comprehensive Plan and other adopted plans of the City.**
   Per the City's Future Land Use Map, this property is intended to be Neighborhood scale commercial. Our proposed use of minor auto repair would fill the criteria of a commercial service for the surrounding area.

4. **Explain how the request promotes the purposes of the ULDC.**
   The existing building on the property is vacant but has a history of auto maintenance use. Our proposed services would continue to be compatible with the surrounding uses and it would address a community need as there are currently no other quick oil change shops within the immediate vicinity of Interstate 10 and TX Hwy 146 to serve the residents within the area.

5. **Explain how the request provides adequate infrastructure.**
   The existing building on the property is vacant but has a history of auto maintenance use. Our proposed services would continue to be compatible with the surrounding uses and it would address a community need as there are currently no other quick oil change shops within the immediate vicinity of Interstate 10 and TX Hwy 146 to serve the residents within the area.

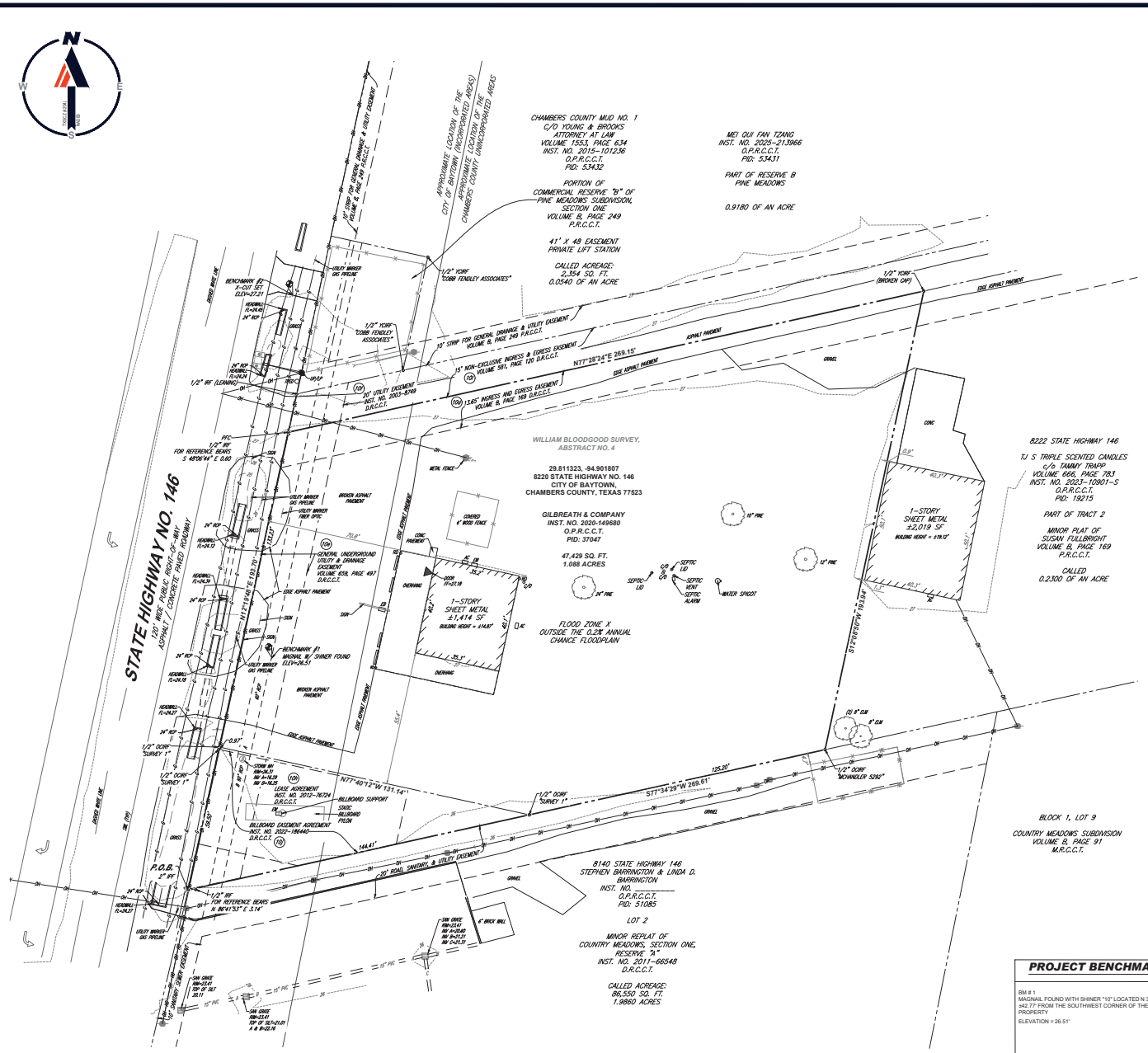
6. **Explain how the request is compatible with surrounding area.**
   Per the City's Future Land Use Map, this property is intended to be Neighborhood scale commercial. Our proposed use of minor auto repair would fill the criteria of a commercial service for the surrounding area.

7. **Explain how the proposed map amendment Advances normal and orderly development and improvement of the surrounding properties.**
   Per the City's Future Land Use Map, this property is intended to be Neighborhood scale commercial. Our proposed use of minor auto repair would fill the criteria of a commercial service for the surrounding area. The existing building on the property is vacant but has a history of auto maintenance use. Our proposed services would continue to be compatible with the surrounding uses and it would address a community need as there are currently no other quick oil change shops within the immediate vicinity of Interstate 10 and TX Hwy 146 to serve the residents within the area.

8. **Explain the changed conditions on the subject property or in its vicinity.**
   Per the City's Future Land Use Map, this property is intended to be Neighborhood scale commercial. Our proposed use of minor auto repair would fill the criteria of a commercial service for the surrounding area. The existing building on the property is vacant but has a history of auto maintenance use. Our proposed services would continue to be compatible with the surrounding uses and it would address a community need as there are currently no other quick oil change shops within the immediate vicinity of Interstate 10 and TX Hwy 146 to serve the residents within the area.

9. **Explain how the proposed map amendment mitigates adverse impacts of the use and development of land on the natural or built environment.**
   Our proposed use of minor auto repair would fill the criteria of a commercial service for the surrounding area. The existing building on the property is vacant but has a history of auto maintenance use

10. **Explain how the request addresses community need.**
    Our proposed services would continue to be compatible with the surrounding uses and it would address a community need as there are currently no other quick oil change shops within the immediate vicinity of Interstate 10 and TX Hwy 146 to serve the residents within the area.





SITE LOCATION MAP

SCALE: 1" = 1000'

SOURCE: AUTODESK GEOLOCATION MAP

LEGEND

- APPROX LOC UNDERGROUND GAS LINE PER UTILITY MARKOUT
- APPROX LOC UNDERGROUND SEWER LINE PER UTILITY MARKOUT
- APPROX LOC UNDERGROUND STORM SEWER LINE PER UTILITY MARKOUT
- FENCE
- TREE (SIZE AS NOTED)
- AIR CONDITIONER
- ELECTRIC BOX
- ELECTRIC METER
- FINISHED FLOOR
- GRATE INLET
- GUY WIRE
- MAIL BOX
- PAINTED ARROWS
- ROOF DRAIN
- SANITARY CLEANOUT
- SEPTIC ACCESS
- SIGN
- STREET LIGHT
- STORM DRAIN CLEANOUT
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- TITLE REPORT EXCEPTION
- UTILITY POLE
- WHEEL STOP
- EXISTING CONTOUR
- BENCHMARK
- IRON PIN FOUND

IRF	IRON ROD FOUND
PFC	POINT FOR CORNER
OCIRF	ORANGE CAPPED IRON ROD FOUND
YCIRF	YELLOW CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING

PROJECT BENCHMARKS

BM # 1
MAGNAIL FOUND WITH SHINER "10" LOCATED N 30°32'40" E ±42.77' FROM THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY
ELEVATION = 26.51'

BM # 2
"X" CUT IN CONCRETE LOCATED N 01°54'13" E ±56.82 NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 27.21'

TO ALAMO TITLE COMPANY; FIDELITY NATIONAL TITLE INSURANCE COMPANY; BRAKES PLUS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; EXPRESS OIL CHANGE, L.L.C.; & GILBREATH & COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 14, & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 01-21-2026.

DAVID A. MINTON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6233
01/22/2026

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
MASTER PLANNING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
FEASIBILITY STUDIES
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BOHLER. ANY REUSE WITHOUT THE WRITTEN PERMISSION OF BOHLER FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT WAS PREPARED IS PROHIBITED. ANY REUSE OF THE DRAWINGS WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY BOHLER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO BOHLER. TO THE FULLEST EXTENT PERMITTED BY LAW, USER SHALL INDEMNIFY AND HOLD HARMLESS BOHLER FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

PROJECT No.:	TXA250233.00
DRAWN BY:	– Dr –
CHECKED BY:	– DAM –
DATE:	01/21/2026
CAD I.D.:	S-ALTA-SURV
FIELD DATE:	01/13/2026
CREW CHIEF:	– DH/BA –
APPROVED:	– DAM –

Texas 811
TEXAS
YOU MUST CALL 811 BEFORE ANY EXCAVATION WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
1-800-DIG-TESS
www.texas811.org

PROJECT:

ALTA/NSPS LAND TITLE SURVEY

FOR

EXPRESS OIL CHANGE
TIRE ENGINEERS

29.811323, -94.901807
8220 STATE HIGHWAY NO. 146
CITY OF BAYTOWN,
CHAMBERS COUNTY, TEXAS 77523

BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPELS #10194042

SCALE: 1" = 20'

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SHEET NUMBER: 1 OF 2

ORG. DATE - 01/21/2026

H:\2025\TXA250233.00\SURVEY\CAD\DWG\WKG\SS-ALTA_SURVEY.DWG 1/22/2026 10:05:00 AM CST

FIELD DESCRIPTION:

BEING A 1.088 ACRE PARCEL OF LAND SITUATED IN THE WILLIAM BLOODGOOD LEAGUE, ABSTRACT NO. 5, CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS, BEING A PARCEL OF LAND CONVEYED TO GILBREATH & COMPANY BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2020-149680, DEED RECORDS, CHAMBERS COUNTY, TEXAS (D.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 2-INCH IRON PIPE ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 146, A 120-FOOT PUBLIC RIGHT-OF-WAY, BEING THE NORTHWEST CORNER OF LOT 2, MINOR REPLAT OF COUNTRY MEADOWS, SECTION ONE, RESERVE "A", AN ADDITION TO THE CITY OF BAYTOWN, RECORDED IN INSTRUMENT NO. 2011-66548, D.R.C.C.T., BEING THE SOUTHWEST CORNER OF A LEASE AGREEMENT BETWEEN JSCJ MANU DIST. INC. (LESSOR) AND GILBREATH & COMPANY (LEASEE), RECORDED IN INSTRUMENT NO. 2012-76724, D.R.C.C.T., AND BEING THE SOUTHWEST CORNER OF SAID GILBREATH & COMPANY 1.088 ACRE PARCEL;

THENCE NORTH 12 DEGREES 19 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 146, PASSING A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "SURVEY 1" AT A DISTANCE OF 59.50 FEET, AND PASSING A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "SURVEY 1", AT A DISTANCE OF 60.47 FEET, BEING THE NORTHWEST CORNER OF SAID LEASE AGREEMENT, AND CONTINUING A TOTAL DISTANCE OF 193.70 FEET TO A POINT FOR CORNER, FROM WHICH A FOUND 1/2-INCH IRON ROD FOR REFERENCE BEARS SOUTH 48 DEGREES 06 MINUTES 44 SECONDS EAST, A DISTANCE OF 0.60 FEET, BEING THE SOUTHWEST CORNER OF A 20-FOOT UTILITY EASEMENT, RECORDED IN INSTRUMENT NO. 2003-8749, D.R.C.C.T., AND BEING THE SOUTHWEST CORNER OF A 15-FOOT NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME 581, PAGE 120, D.R.C.C.T.;

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 77 DEGREES 28 MINUTES 24 SECONDS EAST, ALONG THE COMMON LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 269.15 FEET TO A FOUND 1/2-INCH YELLOW-CAPPED IRON ROD (BROKEN CAP), BEING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO TAMMY TRAPP, RECORDED IN INSTRUMENT NO. 2023-10901-5, OFFICIAL PUBLIC RECORDS, CHAMBERS COUNTY, TEXAS;

THENCE SOUTH 12 DEGREES 08 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID TRAPP PARCEL, A DISTANCE OF 193.94 FEET TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", BEING ON THE NORTH LINE OF SAID LOT 2;

THENCE SOUTH 77 DEGREES 34 MINUTES 29 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, PASSING A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", AT DISTANCE OF 125.20 FEET, AND CONTINUING A TOTAL DISTANCE OF 269.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 47,429 SQUARE FEET OR 1.088 ACRES OF LAND, MORE OR LESS.

TITLE DESCRIPTION:

FIELD NOTES OF A 1.088 ACRE TRACT OF LAND SITUATED IN THE WILLIAM BLOODGOOD LEAGUE, ABSTRACT NO. 5, CHAMBERS COUNTY, TEXAS, BEING THE SAME 1.089 ACRE TRACT OF LAND CONVEYED TO JSCJ MANUFACTURING & DISTRIBUTING, INC. BY BLUEBONNET FARMS, LTD ON JUNE 4, 2006, RECORDED IN VOLUME 880 AT PAGE 597 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS. THIS 1.088 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS IN THE NORTH LINE OF SAID 1.89 ACRES, AND FOUND MONUMENTS FOR THE SOUTHWEST AND NORTHEAST CORNERS OF SAID 1.089 REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION. ALL 54 INCH IRON RODS SET ARE MARKED WITH A PLASTIC CAP STAMPED "MCHANDLER5292".

BEGINNING AT A 2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND, THE SOUTHWEST CORNER OF SAID 1.089 ACRES, THE NORTHWEST CORNER OF LOT 2 OF THE MINOR REPLAT OF COUNTRY MEADOWS, SECTION ONE RESERVE "A" RECORDED AT CLERK'S FILE NO. 66548 OF THE MAP RECORDS OF CHAMBERS COUNTY, TEXAS, AND IN THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 146, 120 FEET IN WIDTH. FROM THIS CORNER A 1/2 INCH IRON ROD FOUND BEARS NORTH 89°30'24" EAST 3.20 FEET, ALSO FROM THIS CORNER A FOUND CONCRETE MONUMENT BROKEN BEARS SOUTH 14°53'24" WEST 199.80 FEET;

THENCE NORTH 14°53'24" EAST WITH THE WEST LINE OF THIS TRACT OF LAND, THE WEST LINE OF SAID 1.89 ACRES, AND THE EAST RIGHT OF WAY LINE OF HIGHWAY 146 A DISTANCE OF 193.70 FEET TO A NAIL SET IN ASPHALT FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND, THE NORTHWEST CORNER OF SAID 1.089 ACRES, THE SOUTHWEST CORNER OF A 15 FOOT STRIP CONVEYED TO DAVID DANIEL JANAK BY LINDA M. JACKSON IN DEED DATED MAY 23, 1985, RECORDED IN VOLUME 581 AT PAGE 120 OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS, AND IN THE EAST RIGHT OF WAY LINE OF HIGHWAY 146. FROM THIS CORNER A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 15 FOOT STRIP BEARS NORTH 14°53'24" EAST 16.19 FEET;

THENCE NORTH 80°02'00" EAST WITH THE NORTH LINE OF THIS TRACT OF LAND, THE NORTH LINE OF SAID 1.89 ACRES, AND THE SOUTH LINE OF SAID 15 FOOT STRIP A DISTANCE OF 269.15 FEET FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND, THE NORTHEAST CORNER OF SAID 1.089 ACRES, THE NORTHWEST CORNER OF TRACT 2 OF THE MINOR PLAT FOR SUSAN FULLBRIGHT RECORDED IN VOLUME "B" AT PAGE 169 OF THE MAP RECORDS OF CHAMBERS COUNTY, TEXAS, AND IN THE SOUTH LINE OF SAID 15 FOOT STRIP;

THENCE SOUTH 14°42'26" WEST WITH THE EAST LINE OF THIS TRACT OF LAND, THE EAST LINE OF SAID 1.89 ACRES, AND THE WEST LINE OF SAID TRACT 2 A DISTANCE OF 193.94 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND, THE SOUTHEAST CORNER OF SAID 1.089 ACRES, AND IN THE NORTH LINE OF SAID LOT 2.

THENCE SOUTH 80°08'05" WEST WITH THE SOUTH LINE OF THIS TRACT OF LAND, THE SOUTH LINE OF SAID 1.89 ACRES, AND THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 269.61 FEET TO THE PLACE OF BEGINNING, CONTAINING WITHIN SAID BOUNDARIES 1.088 ACRES OF LAND, MORE OR LESS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

TITLE EXCEPTIONS:

THIS SURVEY IS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 4000412501314 WITH AN EFFECTIVE DATE OF DECEMBER 23, 2025. CLIENT UNDERSTANDS AND AGREES THAT THE FIRM SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS IN OR RESULTING FROM THE USE OF THE TITLE DOCUMENTS OR FROM ANY DEFICIENCIES OR ANY INACCURACIES CONTAINED IN SAID TITLE DOCUMENTS. OUR OFFICE HAS REVIEWED THE FOLLOWING SURVEY RELATED EXCEPTIONS IN SCHEDULE B, SECTION 10:

d. 13.65 FOOT INGRESS AND EGRESS EASEMENT AND RIGHTS INCIDENTAL THERETO ALONG THE NORTH PROPERTY LINE AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE PLAT RECORDED UNDER VOLUME B, PAGE 169 OF THE PLAT RECORDS OF CHAMBERS COUNTY, TEXAS.
DOES AFFECT - AS SHOWN ON SURVEY

e. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN GENERAL UNDERGROUND UTILITY AND DRAINAGE EASEMENT GRANTED TO LEGNA III, LTD., FILED FOR RECORD NOVEMBER 13, 2003 UNDER VOLUME 659, PAGE 497, DEED RECORDS, CHAMBERS COUNTY, TEXAS.
DOES AFFECT - AS SHOWN ON SURVEY

f. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN GENERAL UNDERGROUND UTILITY AND DRAINAGE EASEMENT GRANTED TO LEGNA III, LTD., FILED FOR RECORD OCTOBER 8, 2003 UNDER CHAMBERS COUNTY CLERK'S FILE NO. 2003-8749.
DOES AFFECT - AS SHOWN ON SURVEY

g. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEED OF EASEMENT GRANTED TO CHAMBERS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, FILED FOR RECORD FEBRUARY 5, 2007 UNDER VOLUME 932, PAGE 74, DEED RECORDS, CHAMBERS COUNTY, TEXAS.
DOES AFFECT - BLANKET IN NATURE

h. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN JSCJ MANU DIST. INC. (LESSOR) AND GILBREATH & COMPANY (LEASEE) , FILED FOR RECORD AUGUST 1, 2012 UNDER CHAMBERS COUNTY CLERK'S FILE NO. 2012-76724.
DOES AFFECT - AS SHOWN ON SURVEY

i. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN GILBREATH & COMPANY (GRANTOR") AND GILBREATH HOLDINGS, LLC ("GRANTEE"), FILED FOR RECORD JANUARY 27, 2020 UNDER CHAMBERS COUNTY CLERK'S FILE NO. 2020-150103.
DOES AFFECT - BLANKET IN NATURE

j. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN BILLBOARD EASEMENT GRANTED TO GILBREATH HOLDINGS, LLC, FILED FOR RECORD SEPTEMBER 16, 2022 UNDER CHAMBERS COUNTY CLERK'S FILE NO. 2022-186440.
DOES AFFECT - AS SHOWN ON SURVEY

k. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME 321, PAGE 634 (7100288) OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS.
DOES NOT AFFECT

l. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME 581, PAGE 120 (8502534) OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS.
DOES AFFECT - AS SHOWN ON SURVEY

m. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN AFFIDAVIT TO THE PUBLIC, CERTIFICATION OF ON-SITE SEWAGE FACILITY REQUIRING MAINTENANCE, DATED JANUARY 19, 2010 RECORDED JANUARY 20, 2010 UNDER CHAMBER COUNTY CLERK'S FILE NO. 2010-51076.
DOES AFFECT - BLANKET IN NATURE

n. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN UNRECORDED PIPELINE EASEMENT AS DEPICTED BY TEXAS RAILROAD COMMISSION PUBLIC GIS VIEWER (MAP) ALONG THE WEST PROPERTY LINE.
DOCUMENT NOT PROVIDED

GENERAL NOTES

1. ACCORDING TO MAP NO. 48071C0170E, DATED EFFECTIVE 05/04/2015 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY IS WITHIN FLOOD ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. THE BASIS OF BEARING IS DERIVED FROM THE TRIMBLE CENTERPOINT RTX SERVICE - TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83. ELEVATIONS ARE DERIVED FROM NORTH AMERICAN VERTICAL DATUM (NAVD) 88 USING GEOID 18.
3. THE SURVEYOR WAS NOT PROVIDED WITH ZONING INFORMATION IN ACCORDANCE TO TABLE A ITEM 6(a) AND / OR TABLE A ITEM 6(b).
4. NO ON-SITE PARKING STRIPING WAS IDENTIFIED AT TIME OF SURVEY.
5. LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. SOURCE INFORMATION FROM PLANS AND MARKINGS HAS BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
6. THERE IS NO RECENT EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, AND/OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
7. TREES 4 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND LARGER HAVE BEEN LOCATED WITHIN THE PROJECT BOUNDARY.
8. THIS MAP IS INTENDED TO BE DEPICTED AT A SCALE OF 1" = 20' ON 24" X 36" SHEETS. UNITS SHOWN ARE U.S. FEET.
9. ALL DISTANCES ARE MEASURED GROUND DISTANCES UNLESS NOTED OTHERWISE.
10. THE PROPERTY HAS DIRECT ACCESS TO STATE HIGHWAY NO. 146, A 120-FOOT WIDE PUBLIC RIGHT-OF-WAY ALONG THE WEST BOUNDARY.
11. RIGHT-OF-WAY LINES SHOWN ON THIS SURVEY THAT ARE NOT ACTUAL BOUNDARIES OF THE SUBJECT TRACT(S) ARE DEPICTED GRAPHICALLY AND ARE SHOWN APPROXIMATELY FOR INFORMATIONAL PURPOSES ONLY. SAID RIGHT-OF-WAY LINES SHOULD NOT BE UTILIZED FOR DESIGN PURPOSES.
12. THERE ARE NO GAPS, GORES, OVERLAPS, OR HIATUSES BETWEEN THE SUBJECT PROPERTY AND ADJACENT PROPERTY AND RIGHT-OF-WAY LINES.
13. THIS SURVEY FORMS A MATHEMATICALLY CLOSED FIGURE AND THE PROPERTY IS CONTIGUOUS WITH ADJACENT PROPERTIES AND RIGHTS OF WAY WITHOUT ANY GAPS, GORES OR OVERLAPS.
14. NO SURVEY OF SUBTERRANEAN STRUCTURES OR INTERIOR SPACES SUCH AS FOOTINGS, FOUNDATIONS, VAULTS OR BASEMENTS WAS PERFORMED AS PART OF THIS LAND SURVEY, AND THIS PLAN SHOULD NOT BE CONSTRUED AS CERTIFICATION TO THE EXISTENCE OR LOCATION OF THE SAME.
15. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
16. THE CONTOURS SHOWN ON THIS SURVEY ARE AT A 1-FOOT INTERVAL AND THE UNDERLYING DATA WAS COLLECTED WITH CONVENTIONAL FIELD SURVEY METHODS.
17. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THE SURVEY AND LISTED BELOW. ENCROACHMENT IS A LEGAL CONDITION, NOT A MATTER OF SURVEY AND, AS A RESULT, THERE MAY BE OTHER POSSIBLE ENCROACHMENTS AFFECTING THE PROPERTY THAT ARE NOT SHOWN.
18. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
19. THIS SURVEY HAS BEEN PREPARED FOR THE SOLE PURPOSE OF THE TRANSACTION DESCRIBED IN THE REFERENCED TITLE COMMITMENT AND THE PARTIES LISTED THEREON. THIS SURVEY IS NOT TO BE USED FOR ANY SUBSEQUENT TRANSACTIONS.
20. THERE IS NO OBSERVABLE EVIDENCE OF SITE USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
21. THERE WAS NO EVIDENCE OF BURIAL GROUNDS, CEMETERIES, GRAVES, OR GRAVEYARDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

TO ALAMO TITLE COMPANY; FIDELITY NATIONAL TITLE INSURANCE COMPANY; BRAKES PLUS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; EXPRESS OIL CHANGE, L.L.C.; & GILBREATH & COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 14, & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 01-21-2026.

DAVID A. MINTON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6233
01/22/2026

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND DEVELOPMENT
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SURVEYING SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE INFORMATION, DESIGNS, DRAWINGS AND PLANS CONTAINED HEREIN ARE THE PROPERTY OF BOHLER AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THE ONE FOR WHICH THEY ARE PREPARED. ANY REPRODUCTION, ALTERATION OR USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF BOHLER IS PROHIBITED.

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

PROJECT No.:	TXA250233.00
DRAWN BY:	~ Dr ~
CHECKED BY:	~ DAM ~
DATE:	01/21/2026
CAD I.D.:	S-ALTA-SURV
FIELD DATE:	01/13/2026
CREW CHIEF:	~ DH/BA ~
APPROVED:	~ DAM ~

Texas 811
TEXAS
YOU MUST CALL 811 BEFORE ANY EXCAVATION WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
1-800-344-8377
www.texas811.org

PROJECT:

ALTA/NSPS LAND TITLE SURVEY

FOR

EXPRESS OIL CHANGE
TIRE ENGINEERS

29.811323, -94.901807
8220 STATE HIGHWAY NO. 146
CITY OF BAYTOWN,
CHAMBERS COUNTY, TEXAS 77523

BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPELS #10194042

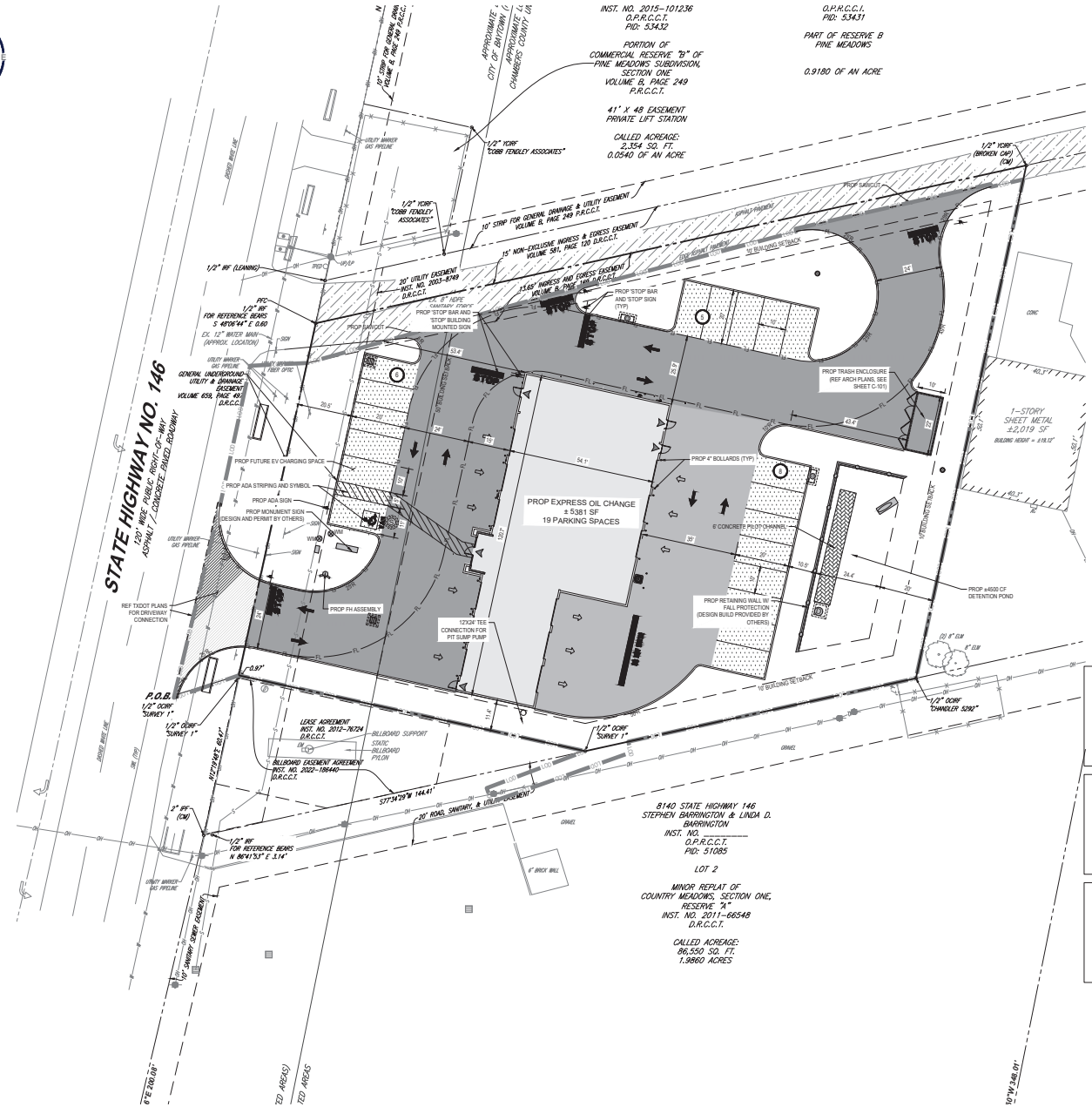
SCALE: 1" = 20'

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SHEET NUMBER:
2
OF 2

ORG. DATE - 01/21/2026

H:\2025\TXA250233.00\SURVEY\CAD\ANA WAKO\S-ALTA_SUR-VYTXA250233.00.----LAYOUT: 2


STATE HIGHWAY NO. 146
120' WIDE PUBLIC RIGHT-OF-WAY
ASPHALT / CONCRETE PAVED ROADWAY
PROP EXPRESS OIL CHANGE
± 5381 SF
19 PARKING SPACES
1-STORY
SHEET METAL
±2,019 SF
P.O.B.
1/2" IRF
"SURVEY 1"
1/2" IRF
"COBB FENDLEY ASSOCIATES"
1/2" IRF (LEANING)
1/2" IRF (BROKEN CAP) (CM)
1/2" IRF FOR REFERENCE BEARS S 48°06'44" E 0.60
PROP TRASH ENCLOSURE (REF ARCH PLANS, SEE SHEET C-101)
PROP 4" BOLLARDS (TYP.)
6' CONCRETE PILOT CHANNEL
PROP ±4600 CF DETENTION POND
PROP RETAINING WALL W/ FALL PROTECTION * (DESIGN BUILD PROVIDED BY OTHERS)
PROP FH ASSEMBLY
REF TXDOT PLANS FOR DRIVEWAY CONNECTION
PROP FUTURE EV CHARGING SPACE
PROP ADA STRIPING AND SYMBOL
PROP ADA SIGN
PROP MONUMENT SIGN (DESIGN AND PERMIT BY OTHERS)
PROP STOP BAR AND 'STOP' BUILDING MOUNTED SIGN
PROP STOP BAR AND 'STOP' SIGN (TYP.)
PROP SAWCUT
12"x24" TEE CONNECTION FOR PIT SUMP PUMP
INST. NO. 2015-101236 O.P.R.C.C.T. PID: 53432
PORTION OF COMMERCIAL RESERVE "B" OF PINE MEADOWS SUBDIVISION, SECTION ONE VOLUME B, PAGE 249 P.R.C.C.T.
41' X 48 EASEMENT PRIVATE LIFT STATION
CALLED ACREAGE: 2,354 SQ. FT. 0.0540 OF AN ACRE
O.P.R.C.C.I. PID: 53431
PART OF RESERVE B PINE MEADOWS
0.9180 OF AN ACRE
10' ESMT FOR GENERAL DRAIN VOLUME A, PAGE 249 P.R.C.C.
APPROXIMATE CITY OF BAYTOWN / CHAMBERS COUNTY LIMITS
APPROXIMATE J.A.
10' ESMT FOR GENERAL DRAINAGE & UTILITY EASEMENT VOLUME B, PAGE 249 P.R.C.C.T.
15' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT VOLUME 581, PAGE 120 D.R.C.C.T.
13.68' INGRESS AND EGRESS EASEMENT VOLUME B, PAGE 100 D.R.C.C.T.
20' UTILITY EASEMENT INST. NO. 2003-8749 D.R.C.C.T.
GENERAL UNDERGROUND UTILITY & DRAINAGE EASEMENT VOLUME 659, PAGE 45 D.R.C.C.T.
LEASE AGREEMENT INST. NO. 2012-76724 D.R.C.C.T.
BILLBOARD EASEMENT AGREEMENT INST. NO. 2022-186440 D.R.C.C.T.
BILLBOARD SUPPORT
STATIC BILLBOARD PYLON
S77°34'29"W 144.41'
20' ROAD, SANITARY, & UTILITY EASEMENT
8140 STATE HIGHWAY 146
STEPHEN BARRINGTON & LINDA D. BARRINGTON
INST. NO. _____
O.P.R.C.C.T.
PID: 51085
LOT 2
MINOR REPLAT OF COUNTRY MEADOWS, SECTION ONE, RESERVE "A" INST. NO. 2011-66548 D.R.C.C.T.
CALLED ACREAGE: 86,550 SQ. FT. 1.9860 ACRES
1/2" IRF FOR REFERENCE BEARS N 86°41'53" E 3.14'
2" IPF (CM)
1/2" IRF
"CHANDLER 5282"
1/2" IRF
"SURVEY 1"
1/2" IRF
"SURVEY 1"
6" BRICK WALL
10" SANITARY SEWER EASEMENT
6"E 100.00'
10"W 146.01'
TED AREAS
TED AREAS
UTILITY MARKER GAS PYELINE
UTILITY MARKER FIBER OPTIC
UTILITY MARKER GAS PIPELINE
OHP
OHP
OHP
OHP
BRIDGE WIRE LINE
BRIDGE WIRE LINE
GRAVEL
GRAVEL
CONC
ASPHALT PAVEMENT
50' R.O.W.
50' RIGHT-OF-WAY
50' RIGHT-OF-WAY
10' BUILDING SETBACK
10' BUILDING SETBACK
10' BUILDING SETBACK
10' BUILDING SETBACK
53.4'
40.3'
40.3'
50.1'
54.1'
150.7'
24.4'
43.4'
30'
24'
28.5'
26'
24'
24'
24



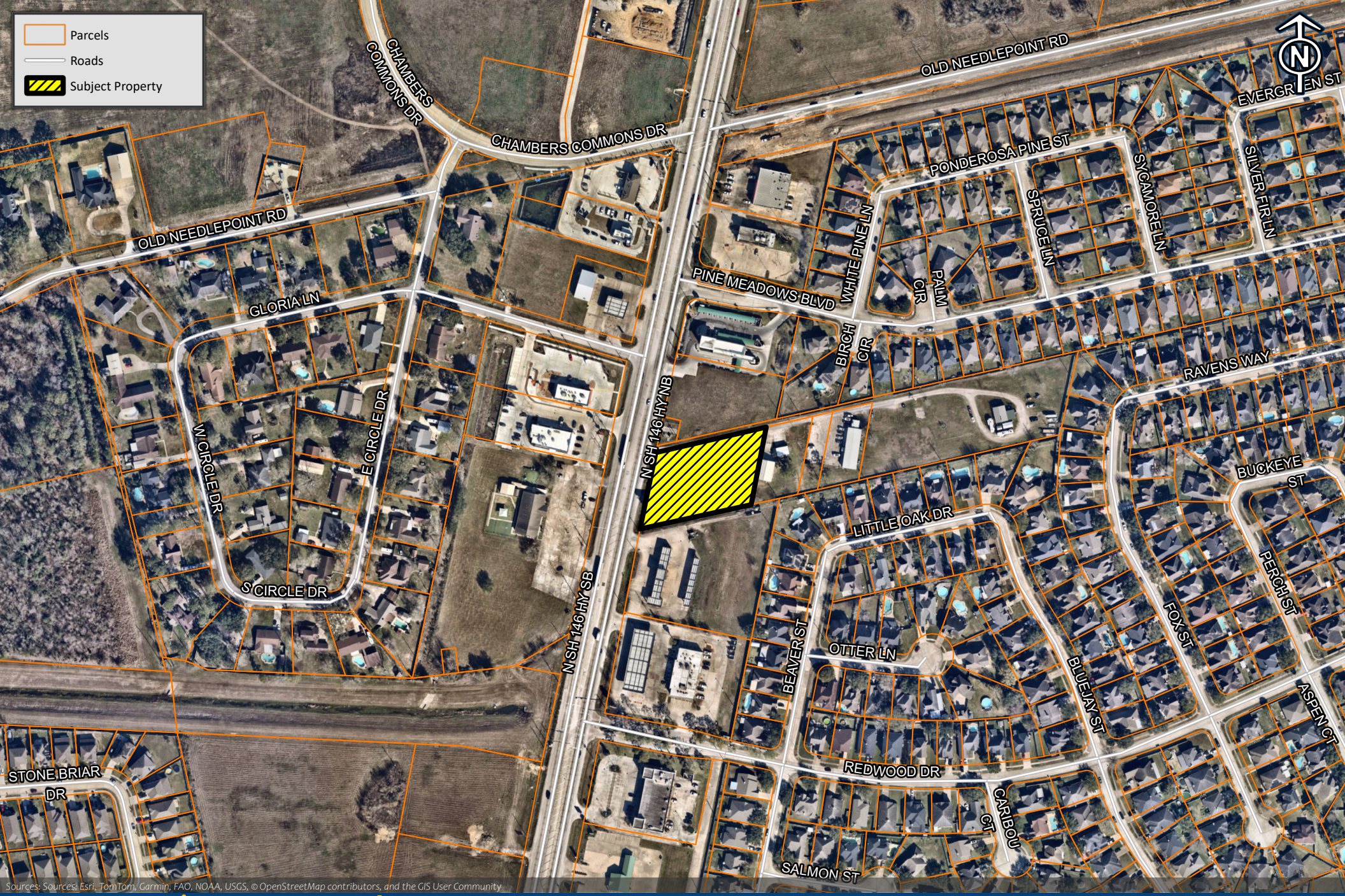
Along North State Highway 146
Facing North



Along North State Highway 146
Facing South



Along Northern Property Line
Facing West



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

Zoning Map Amendment

8220 North State Highway 146

Vicinity Map

OR to GC

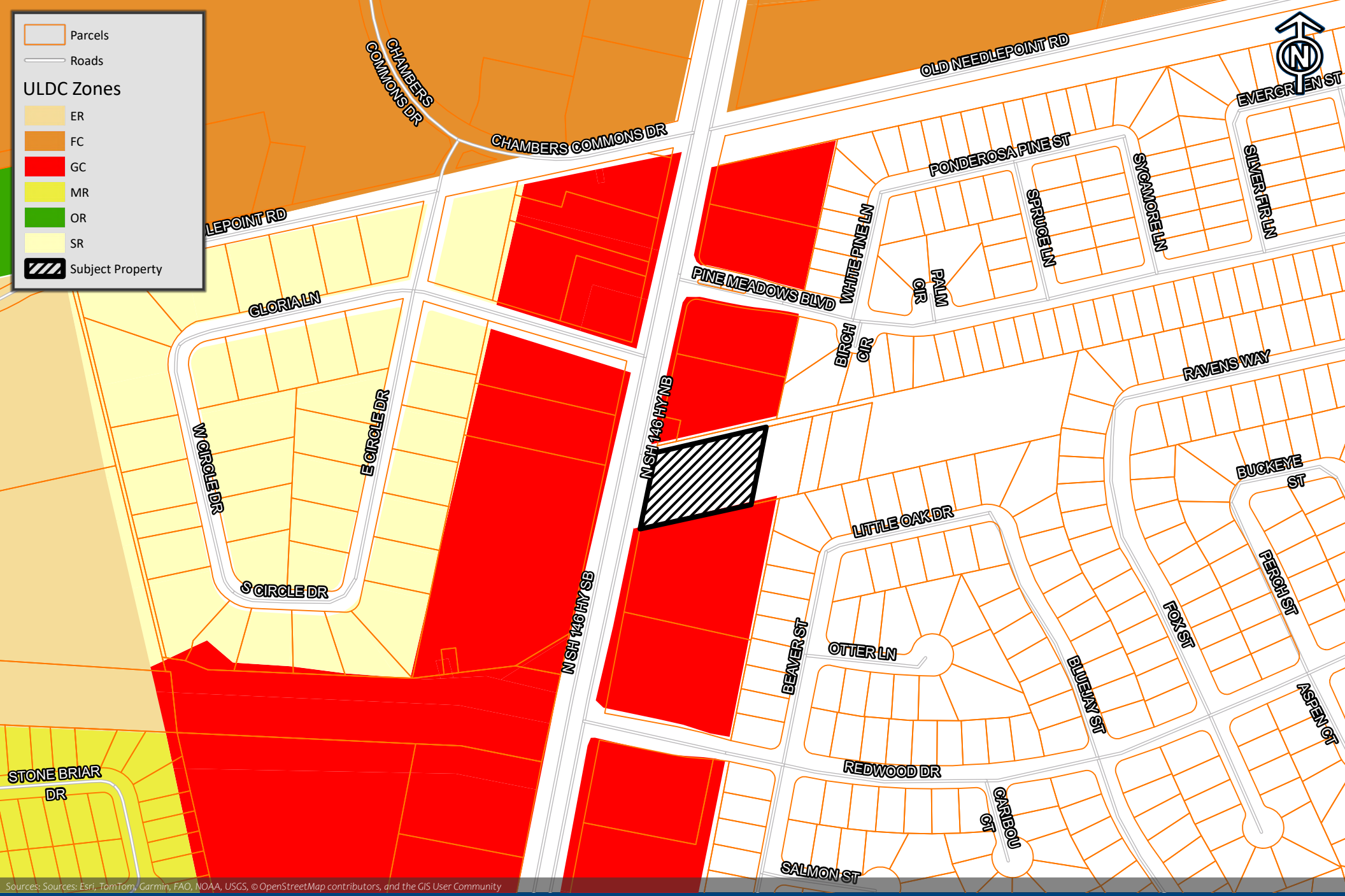
Approximately 0.998 acres

CCAD# 37047

0 75 150 220 300 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



Zoning Map Amendment

8220 North State Highway 146

Current Zoning Map

OR to GC

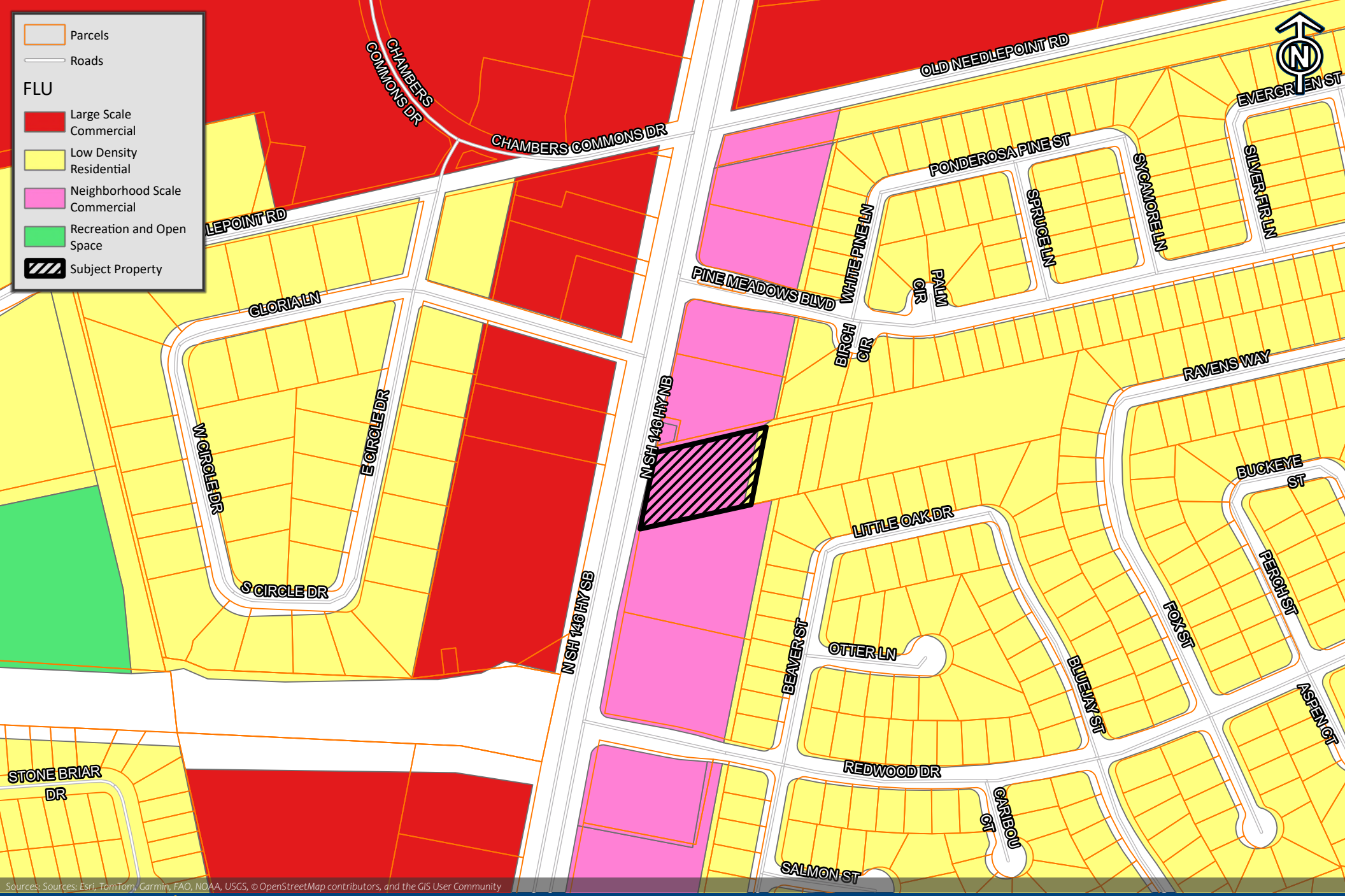
Approximately 0.998 acres

CCAD# 37047

0 75 150 220 300 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



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

Zoning Map Amendment

8220 North State Highway 146

Future Land Use Map

OR to GC

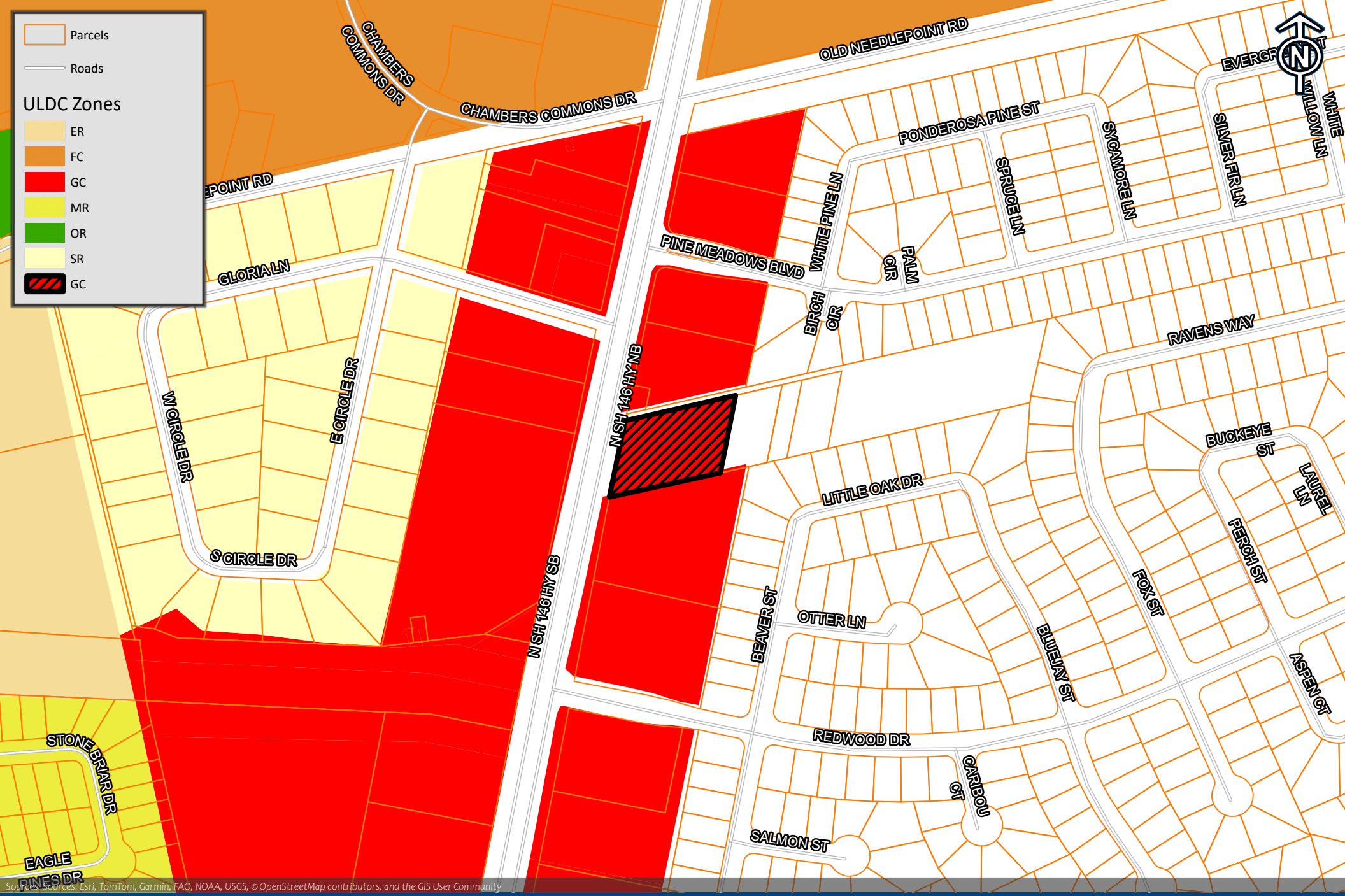
Approximately 0.998 acres

CCAD# 37047

0 75 150 220 300 US Feet

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Date: 4/22/2026



Zoning Map Amendment

8220 North State Highway 146

Proposed Zoning Map
OR to GC
Approximately 0.998 acres
CCAD# 37047

0 75 150 220 300 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: 5/18/2026

City of Baytown

Planning and Zoning Commission
Report to City Council

DATE: October 8, 2026
TO: City Council
FROM: Planning and Zoning Commission

RE: Zoning Map Amendment from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

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

Requested Action: An amendment to the official zoning map to rezone approximately 0.998 acres from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District

Applicant: Bohler Engineering

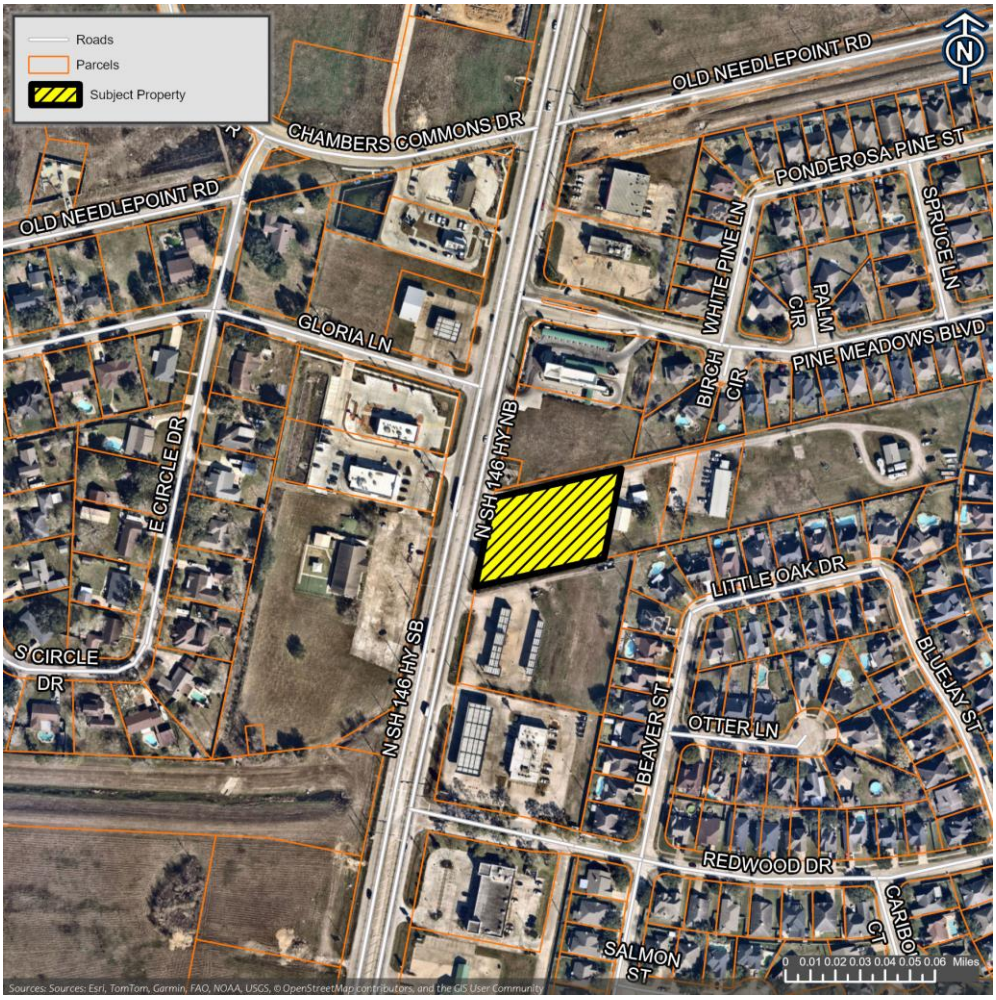
Staff Planner: Talbert Jackson, Senior Planner

Public Notification: On August 5, 2026 and September 20, 2026, notice was published in the *Baytown Sun*; on August 5, 2026, notice was posted on the City of Baytown website and at City Hall; on June 26, 2026, signs were posted on the subject property; and 147 notices were mailed to property owners within 300 feet of the subject property on August 5, 2026 and September 20, 2026.

Subject Property: Approximately 0.998 acres, located at 8220 N. SH 146, Chambers County, Texas, 77523 (Chambers Parcel Number(s) 37047)

Parcel Information:
Current Use: Commercial Building
Proposed Use: Vehicle Service
Future Land Use (FLU): Neighborhood-Scale Commercial

Adjacent Parcel Information:
North: General Commercial (GC)
South: General Commercial (GC)
East: Extraterritorial Jurisdiction (ETJ)
West: General Commercial (GC)

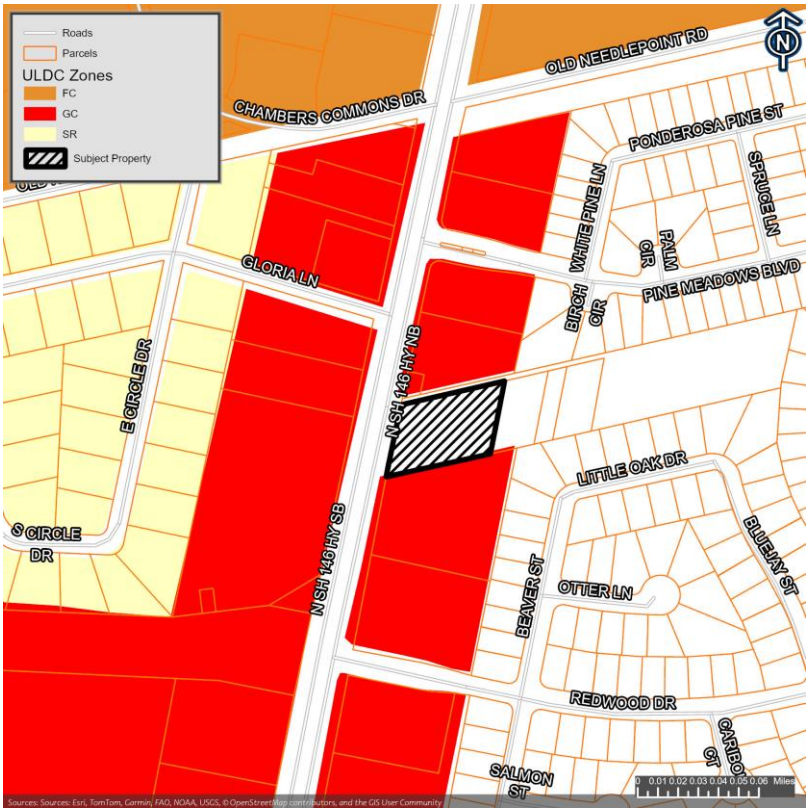


Vicinity Map

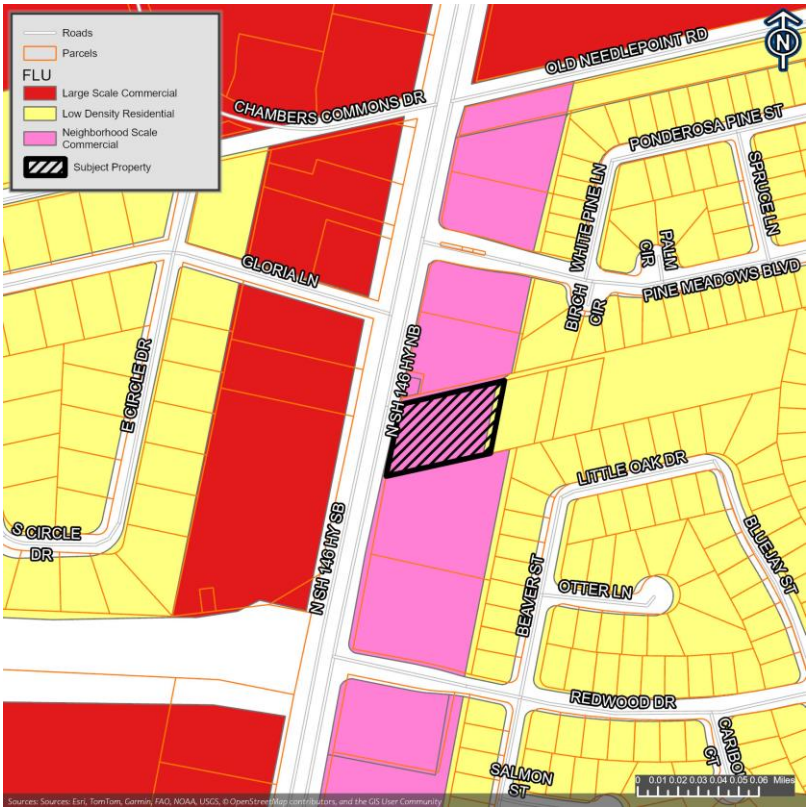
Staff Analysis:

The subject property is currently within the city's extraterritorial jurisdiction (ETJ); outside of the municipal bounds of the City of Baytown. The applicant is also seeking annexation into the City of Baytown through a separate application. The annexation's public hearing was held during the July 09, 2026 City Council meeting. The first and second reading of the proposed annexation are scheduled for August 13, 2026 and September 10, 2026, respectively. Once annexed the assigned zoning district will default to Open Space/Recreation (OR). The applicant desires to rezone the property to General Commercial (GC). This report was created prior to the annexation's first reading.

The applicant is requesting a zoning map amendment to rezone the subject property from Open Space/Recreation (OR) zoning district to the General Commercial (GC) zoning district to support approximately 5,381 square-feet of commercial development to support an auto service-related business. At this time, the Current Zoning Map illustrates the subject property without a color designation because the property is currently within the municipal bounds of the city. The Future Land Use (FLU) map illustrates the intend to associate the property with Neighborhood -Scale Commercial development.

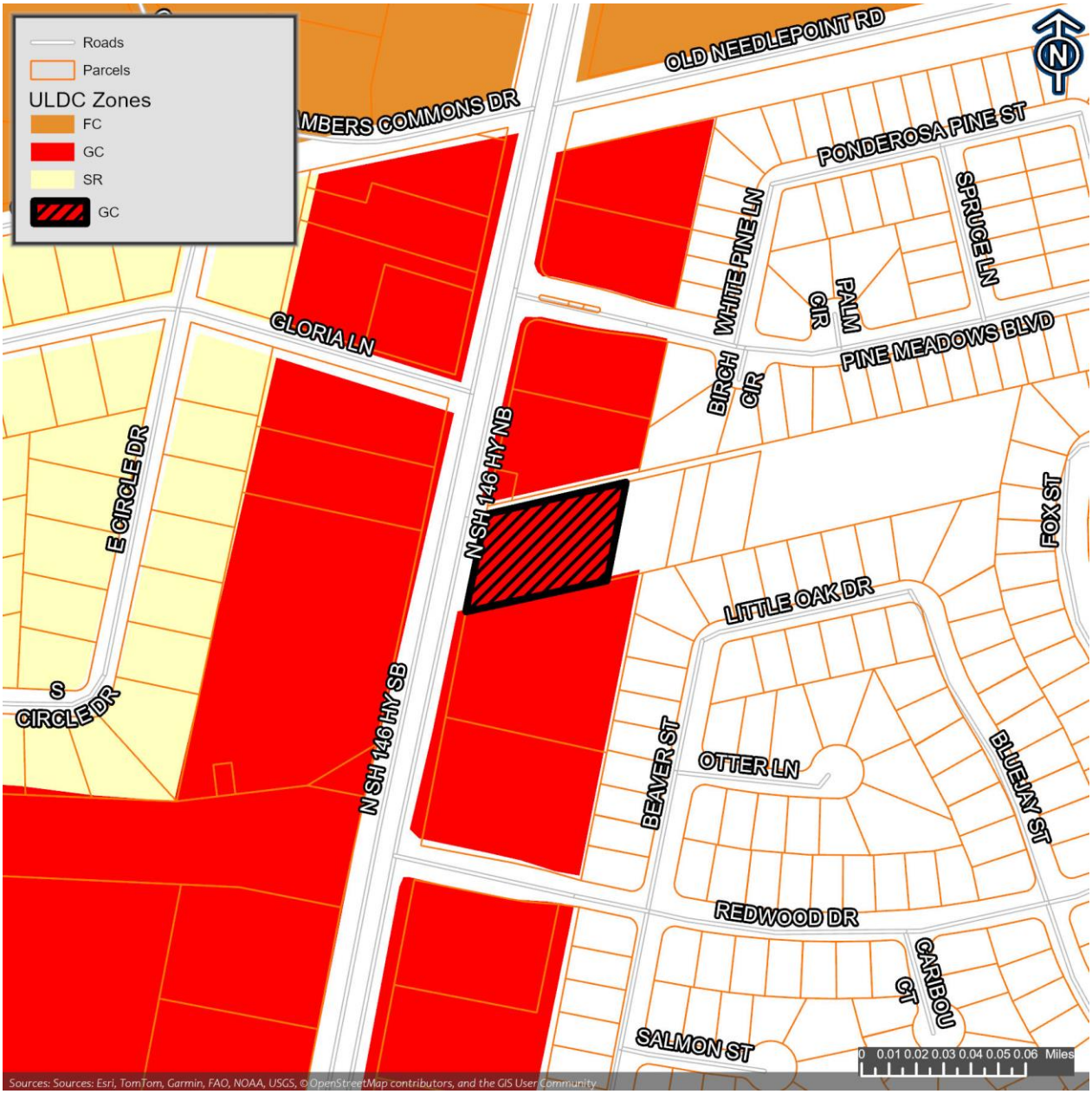


Current Zoning Map



FLU Map

The proposed zoning district, General Commercial (GC) is consistent with the properties fronting along State Highway 146 as those properties are also currently zoned General Commercial (GC).



Proposed Zoning Map

The conceptual site plan, “Figure 1: Conceptual Site Plan,” is subject to change. Should the property be approved for annexation and rezoning, the subject property will undergo standard development requirements associated with the General Commercial (GC) zoning district. The subject property is proposed to be accessible along the western property line via State Highway 146, as well as via an access easement along the northern property line.

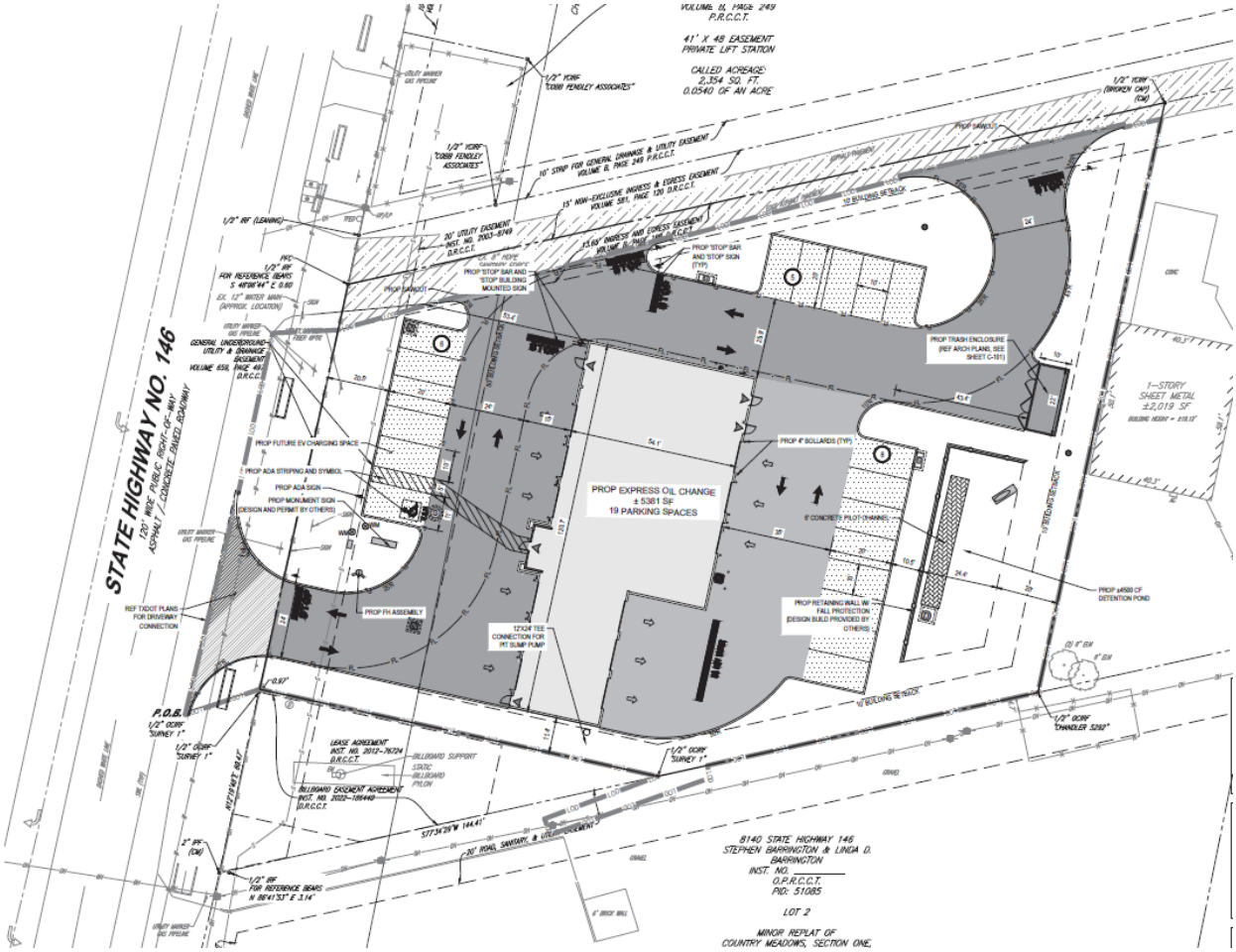


Figure 1: Conceptual Site Plan

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

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county state, or federal requirement.**
   The proposed map amendment to rezone the subject property from Open Space/Recreation (OR) to the General Commercial (GC) zoning district aligns with the surrounding zoning district classifications, and aligns with the FLU map designation for the area. Any development to occur as a result of this zoning map amendment shall comply with city, county, state, and federal requirements.

2. **Conforms to any associated prior approval for the development.**
   A commercial building that is not in use exists on the property. The intent of the proposed zoning district is to align the intended commercial use of the property to a zoning district that is also consistent with the surrounding area. General Commercial (GC) is consistent with the surrounding are.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed amendment is consistent with the Comprehensive Plan and previously approved zoning districts of the surrounding area. The subject property's future land use designation is Neighborhood-Scale Commercial, the surrounding area within the city's municipal boundary is zoned General Commercial (GC) along State Highway 146.

4. **Promotes the purposes of the ULDC.**
   The proposed zoning map amendment promotes the purposes of the Unified Land Development Code (ULDC) provided in Section 1.12 of the ULDC. The General Commercial (GC) zoning district provides stability of existing land uses, allows for land use regulations of the ULDC to be transparent, encourages the most compatible use of land, protects character and stability of surrounding zoning districts, and promotes the general welfare of the surrounding area.

5. **Provides adequate infrastructure.**
   The Zoning Map Amendment to change the zoning district classification to General Commercial (GC). Adequate infrastructure exists in the area.

6. **Is compatible with surrounding area.**
   The surrounding area consists of General Commercial (GC) along State Highway 146. It is compatible with the surrounding area.

7. **Advances normal and orderly development and improvement of the surrounding properties.**
   The proposed zoning map amendment aligns with the orderly development established by the existing GC zoning district along State Highway 146 to support normal and orderly development that will aide in improving the surrounding properties.

8. **There are changed conditions on the subject property or in its vicinity.**
   The subject property is adjacent to an existing tire shop, convenience store, and car wash development within the vicinity of the subject property along State Highway 146. The property consists of an existing commercial building that is not in use.

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The General Commercial (GC) zoning district proposed for property of less than one (1) acre, the subject property, aligns the property with the existing GC zoning district that borders the northern and southern property lines of the subject property. The mitigation of adverse use and development impacts is provided via the Unified Land Development Code (ULDC) that currently exists around the subject property that provides for development and use types that are different from that of a more intense zoning district such as industrial.

10. **Addresses community need.**
    The proposed zoning map amendment from Open Space/Recreation (OR) to General Commercial (GC) provides a zoning district aligns the properties fronting State Highway 146

as well as aligns with the Comprehensive Plan's intent to provide neighborhood scale commercial development adjacent to residential development located east of the subject property. The General Commercial (GC) zoning district meets the intended need of the community.

Staff Recommendation:
Staff recommends approval of the proposed zoning map amendment from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

Commission Recommendation:

The Commission recommended **approval** of the proposed zoning map amendment from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District on Tuesday, August 18, 2026.

_____

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

CITY COUNCIL MEETING 6. a.

Meeting Date: 10/08/2026
Subject: Zoning Map Amendment from Open Space/Recreation (OR) to General Commercial (GC) at 8220 N SH 146
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Talbert Jackson, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 0.998 acres of land, located east of North State Highway 146, south of Old Needlepoint Road, north of Redwood Drive, at 8220 N SH 146, from the Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

PREFACE

The applicant is requesting to rezone approximately 0.998 acres of land, located at 8220 N State Highway 146, legally described as Tract 110-C-0-1, William Bloodgood Abstract No. 682, Chambers County, Texas, from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District. The applicant proposes a commercial development to support an auto service-related business of approximately 5,381 square-feet.

Annexation occurred on September 10, 2026, at which time the property was designated as Open Space/Recreation (OR) zoning which is the default zoning for a newly annexed property. The subject property is currently developed as a small retail use.

Supporting documentation is attached for review.

Fiscal Impact

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

Attachments

Ordinance
Exhibit A
Staff Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 0.998 ACRES GENERALLY LOCATED EAST ALONG NORTH STATE HIGHWAY 146, SOUTH OF OLD NEEDLEPOINT ROAD, NORTH OF REDWOOD DRIVE, AT 8220 N. SH 146, BAYTOWN, TEXAS 77523, LEGALLY DESCRIBED AS TRACT 110C-0-1, ABSTRACT 4, WILLIAM BLOODGOOD SURVEY, CHAMBERS COUNTY, TEXAS, FROM OPEN SPACE/RECREATION (OR) TO A GENERAL COMMERCIAL (GC) ZONING DISTRICT; 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 the City Council of the City of Baytown, Texas, hereby amends the official zoning map of the City of Baytown to effectuate zoning district changes for approximately 0.998 acres generally located east along North State Highway 146, south of Old Needlepoint Road, north of Redwood Drive, at 8220 N. SH 146, Baytown, Texas 77523, legally described as tract 110C-0-1, Abstract 4, William Bloodgood Survey, Chambers County, Texas, from Open Space/Recreation (OR) Zoning District to a General Commercial (GC) Zoning District. The amended portion of the official zoning map is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: 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 not exceeding TWO THOUSAND 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 3: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 4: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of

circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 8th day of October, 2026.

_____

CHARLES JOHNSON, Mayor

ATTEST:

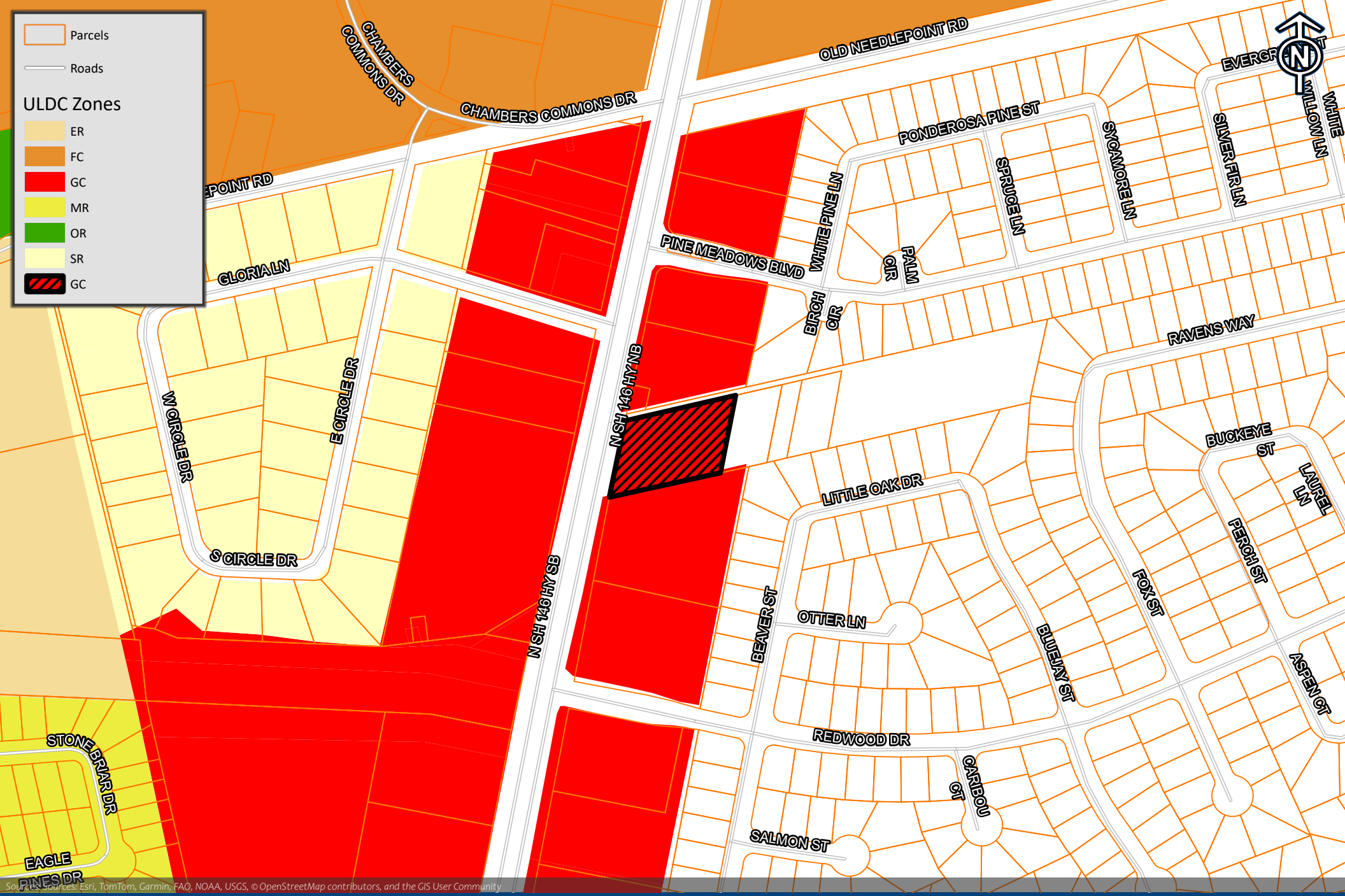
_____

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____

SCOTT LEMOND, City Attorney



Zoning Map Amendment

8220 North State Highway 146

Proposed Zoning Map
OR to GC
Approximately 0.998 acres
CCAD# 37047

0 75 150 220 300 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: 5/18/2026

City of Baytown

Planning and Zoning Commission
Report to City Council

DATE: October 8, 2026
TO: City Council
FROM: Planning and Zoning Commission

RE: Zoning Map Amendment from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

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

Requested Action: An amendment to the official zoning map to rezone approximately 0.998 acres from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District

Applicant: Bohler Engineering

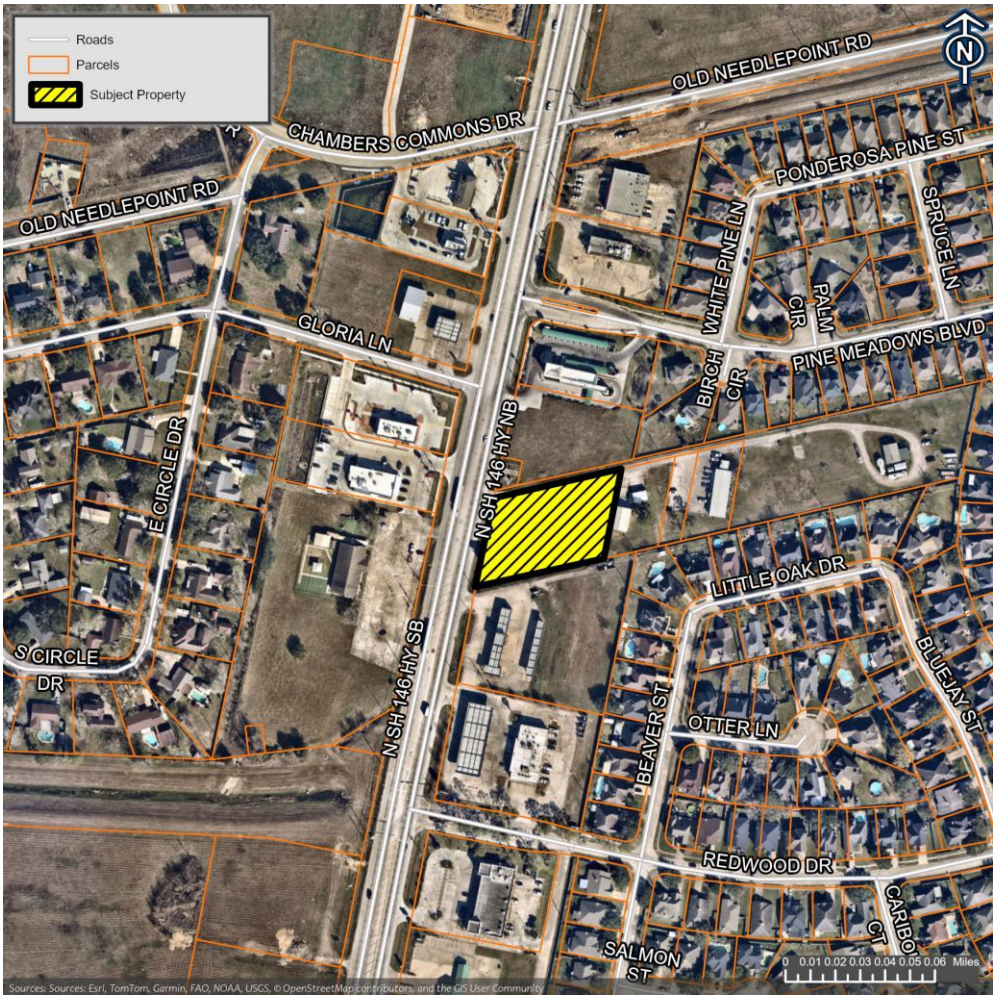
Staff Planner: Talbert Jackson, Senior Planner

Public Notification: On August 5, 2026 and September 20, 2026, notice was published in the *Baytown Sun*; on August 5, 2026, notice was posted on the City of Baytown website and at City Hall; on June 26, 2026, signs were posted on the subject property; and 147 notices were mailed to property owners within 300 feet of the subject property on August 5, 2026 and September 20, 2026.

Subject Property: Approximately 0.998 acres, located at 8220 N. SH 146, Chambers County, Texas, 77523 (Chambers Parcel Number(s) 37047)

Parcel Information:
Current Use: Commercial Building
Proposed Use: Vehicle Service
Future Land Use (FLU): Neighborhood-Scale Commercial

Adjacent Parcel Information:
North: General Commercial (GC)
South: General Commercial (GC)
East: Extraterritorial Jurisdiction (ETJ)
West: General Commercial (GC)

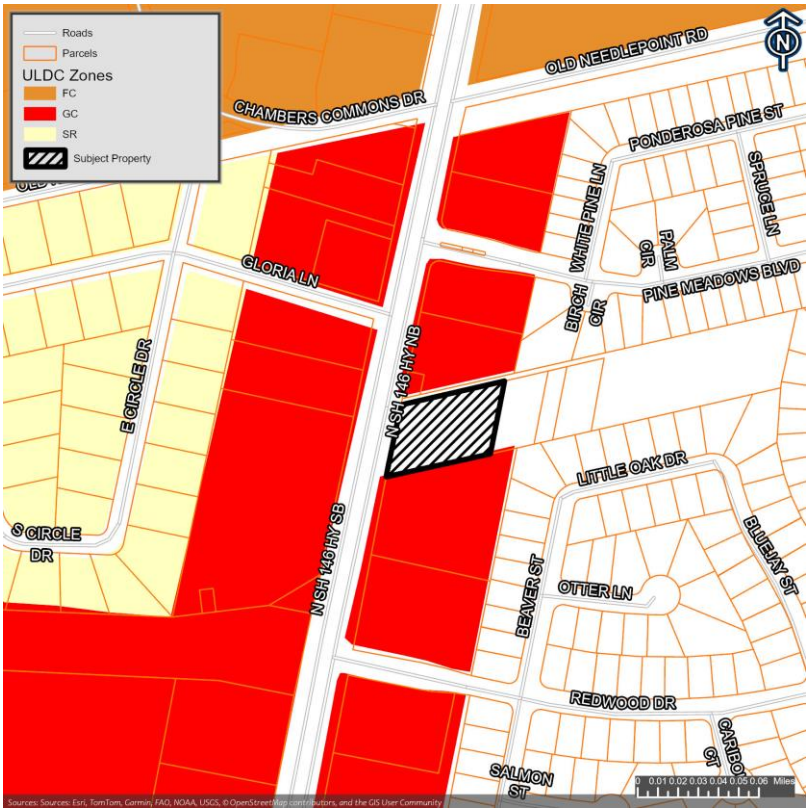


Vicinity Map

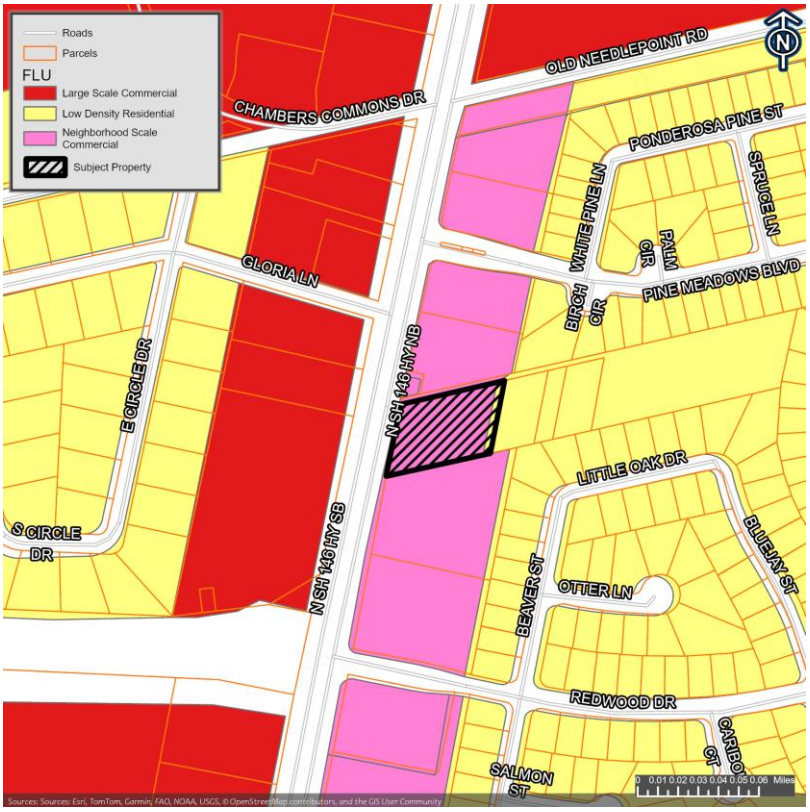
Staff Analysis:

The subject property is currently within the city's extraterritorial jurisdiction (ETJ); outside of the municipal bounds of the City of Baytown. The applicant is also seeking annexation into the City of Baytown through a separate application. The annexation's public hearing was held during the July 09, 2026 City Council meeting. The first and second reading of the proposed annexation are scheduled for August 13, 2026 and September 10, 2026, respectively. Once annexed the assigned zoning district will default to Open Space/Recreation (OR). The applicant desires to rezone the property to General Commercial (GC). This report was created prior to the annexation's first reading.

The applicant is requesting a zoning map amendment to rezone the subject property from Open Space/Recreation (OR) zoning district to the General Commercial (GC) zoning district to support approximately 5,381 square-feet of commercial development to support an auto service-related business. At this time, the Current Zoning Map illustrates the subject property without a color designation because the property is currently within the municipal bounds of the city. The Future Land Use (FLU) map illustrates the intend to associate the property with Neighborhood -Scale Commercial development.

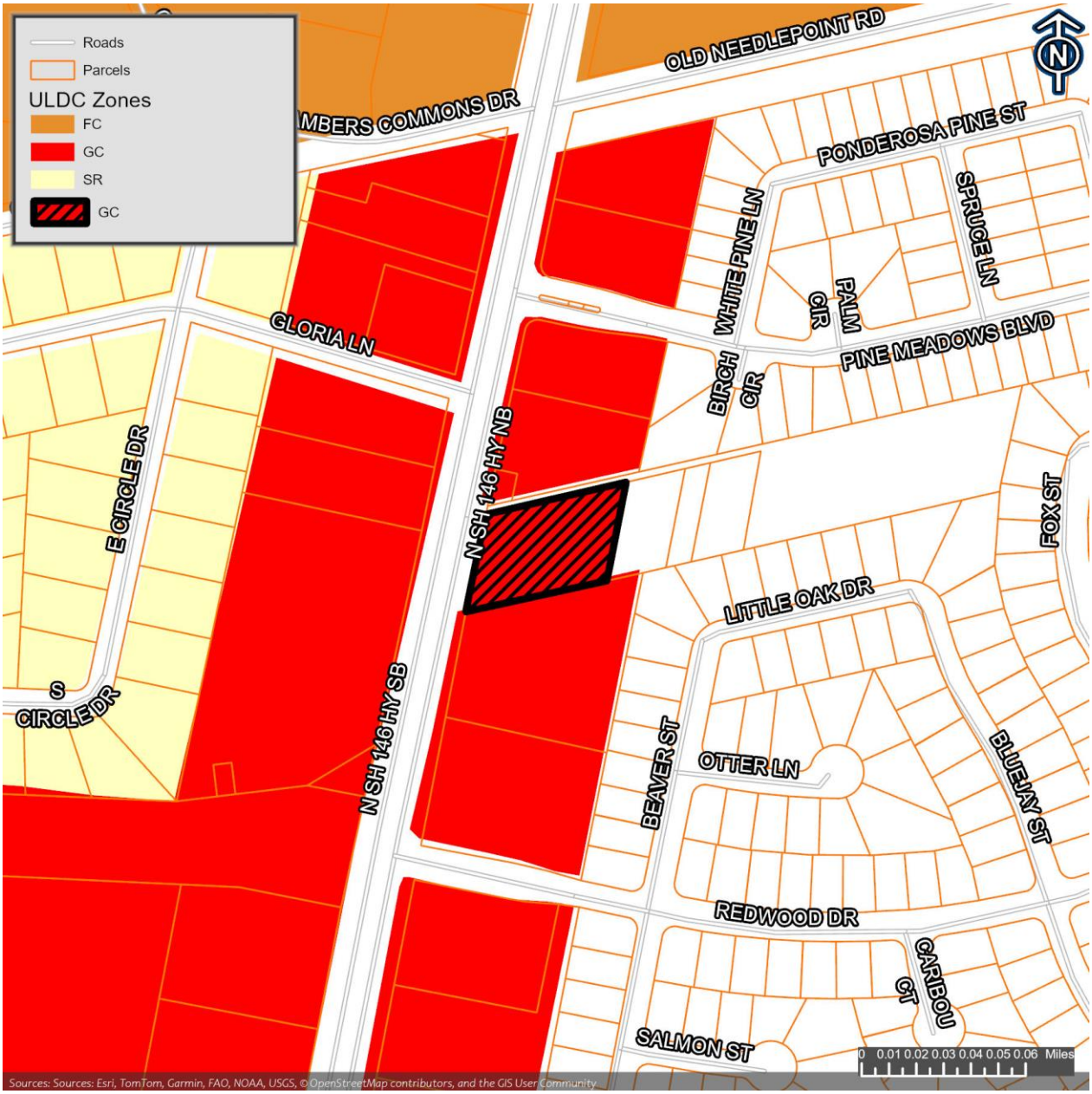


Current Zoning Map



FLU Map

The proposed zoning district, General Commercial (GC) is consistent with the properties fronting along State Highway 146 as those properties are also currently zoned General Commercial (GC).



Proposed Zoning Map

The conceptual site plan, “Figure 1: Conceptual Site Plan,” is subject to change. Should the property be approved for annexation and rezoning, the subject property will undergo standard development requirements associated with the General Commercial (GC) zoning district. The subject property is proposed to be accessible along the western property line via State Highway 146, as well as via an access easement along the northern property line.

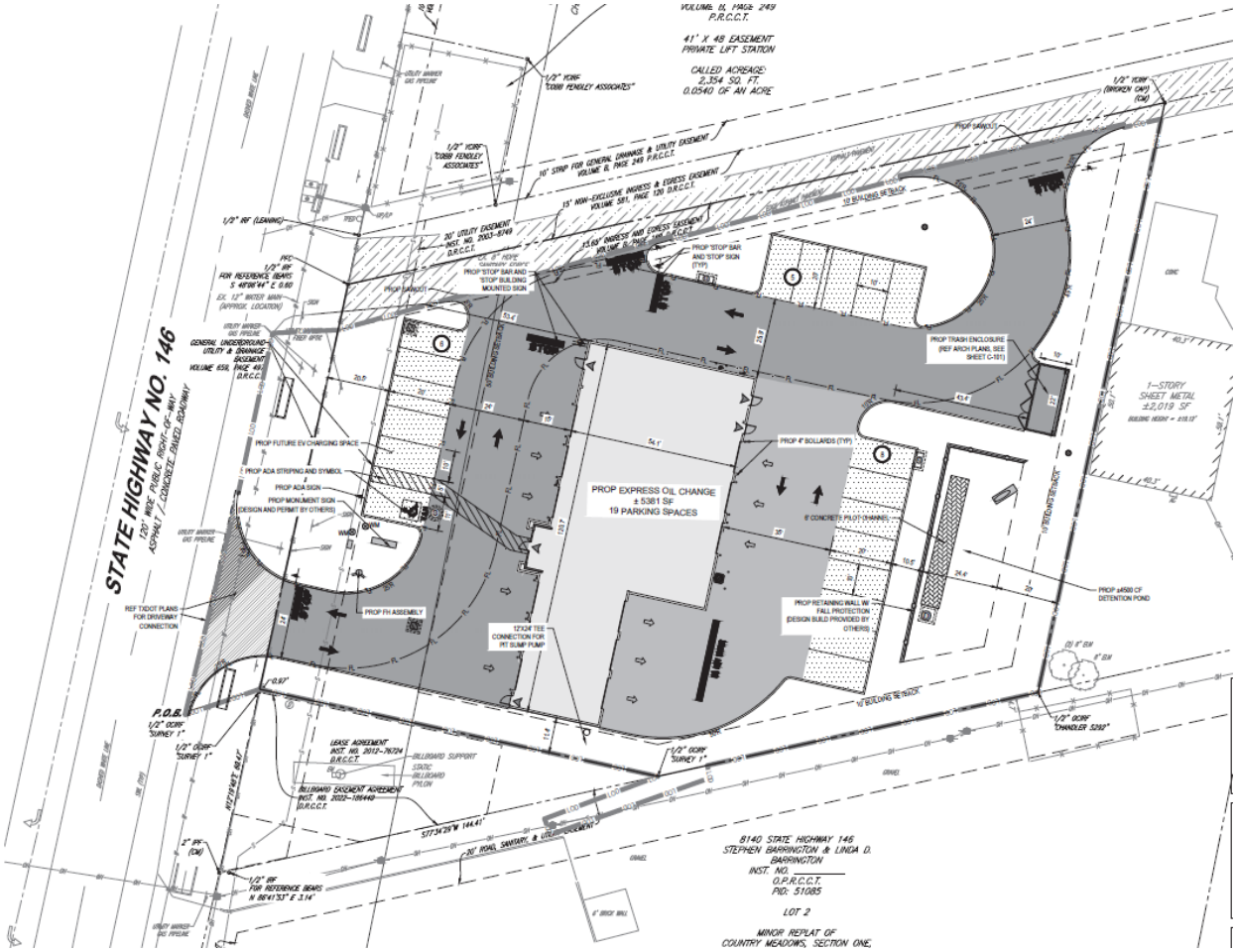


Figure 1: Conceptual Site Plan

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

1. **Complies with the applicable standards of the City's Code, the ULDC, and any applicable county state, or federal requirement.**
   The proposed map amendment to rezone the subject property from Open Space/Recreation (OR) to the General Commercial (GC) zoning district aligns with the surrounding zoning district classifications, and aligns with the FLU map designation for the area. Any development to occur as a result of this zoning map amendment shall comply with city, county, state, and federal requirements.

2. **Conforms to any associated prior approval for the development.**
   A commercial building that is not in use exists on the property. The intent of the proposed zoning district is to align the intended commercial use of the property to a zoning district that is also consistent with the surrounding area. General Commercial (GC) is consistent with the surrounding are.

3. **Is consistent with the Comprehensive Plan and other adopted plans of the City.**
   The proposed amendment is consistent with the Comprehensive Plan and previously approved zoning districts of the surrounding area. The subject property's future land use designation is Neighborhood-Scale Commercial, the surrounding area within the city's municipal boundary is zoned General Commercial (GC) along State Highway 146.

4. **Promotes the purposes of the ULDC.**
   The proposed zoning map amendment promotes the purposes of the Unified Land Development Code (ULDC) provided in Section 1.12 of the ULDC. The General Commercial (GC) zoning district provides stability of existing land uses, allows for land use regulations of the ULDC to be transparent, encourages the most compatible use of land, protects character and stability of surrounding zoning districts, and promotes the general welfare of the surrounding area.

5. **Provides adequate infrastructure.**
   The Zoning Map Amendment to change the zoning district classification to General Commercial (GC). Adequate infrastructure exists in the area.

6. **Is compatible with surrounding area.**
   The surrounding area consists of General Commercial (GC) along State Highway 146. It is compatible with the surrounding area.

7. **Advances normal and orderly development and improvement of the surrounding properties.**
   The proposed zoning map amendment aligns with the orderly development established by the existing GC zoning district along State Highway 146 to support normal and orderly development that will aide in improving the surrounding properties.

8. **There are changed conditions on the subject property or in its vicinity.**
   The subject property is adjacent to an existing tire shop, convenience store, and car wash development within the vicinity of the subject property along State Highway 146. The property consists of an existing commercial building that is not in use.

9. **Mitigates adverse impacts of the use and development of land on the natural or built environment.**
   The General Commercial (GC) zoning district proposed for property of less than one (1) acre, the subject property, aligns the property with the existing GC zoning district that borders the northern and southern property lines of the subject property. The mitigation of adverse use and development impacts is provided via the Unified Land Development Code (ULDC) that currently exists around the subject property that provides for development and use types that are different from that of a more intense zoning district such as industrial.

10. **Addresses community need.**
    The proposed zoning map amendment from Open Space/Recreation (OR) to General Commercial (GC) provides a zoning district aligns the properties fronting State Highway 146

as well as aligns with the Comprehensive Plan's intent to provide neighborhood scale commercial development adjacent to residential development located east of the subject property. The General Commercial (GC) zoning district meets the intended need of the community.

Staff Recommendation:
Staff recommends approval of the proposed zoning map amendment from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

Commission Recommendation:

The Commission recommended **approval** of the proposed zoning map amendment from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District on Tuesday, August 18, 2026.

_____

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

CITY COUNCIL MEETING 6. b.

Meeting Date: 10/08/2026
Subject: Consider - Second Reading of the Limited Purpose Annexation of Approximately 78.952 Acres
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance for the second reading of the proposed limited purpose annexation of approximately 78.952 acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road.

PREFACE

This proposed ordinance is for the second and final reading regarding the proposed limited purpose annexation of approximately 78.952 acres, legally described as Tracts 9-11, Abstract 21 George Ellis Survey, Harris County, Texas.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossings, approximately 356.99 acres. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The SPA was completed in 2019 and amended in July 2026. The limited purpose annexation is the next step in fulfilling this agreement.

The first phase of the limited purpose annexation, approximately 278.038 acres, was completed on August 13, 2026. City Council held two public hearings for the annexation of the subject area on August 27, 2026. Notice for the public hearings was posted on the City of Baytown's website and notice board on August 14, 2026, and published in the Baytown Sun on August 16, 2026. The first reading of the ordinance was held on September 17, 2026, and the ordinance was published in the Baytown Sun on September 20, 2026.

Supporting documentation is 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

Second Reading Ordinance
First Amendment to Strategic Partnership Agreement
Metes and Bounds Description
Vicinity Map

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, FOR A LIMITED PURPOSE ONLY TO INCLUDE APPROXIMATELY 78.952 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF NORTH MAIN STREET, WEST OF HADDEN ROAD AND APPROXIMATELY 2,500 FEET NORTH OF EAST WALLISVILLE ROAD; LEGALLY DESCRIBED AS TRACTS 9-11, ABSTRACT NO. 21, GEORGE ELLIS SURVEY, HARRIS COUNTY, TEXAS; WHICH SAID TERRITORIES LIE ADJACENT TO AND ADJOIN THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

WHEREAS, there being no request for an "on-site" hearing, two public hearings before the City Council of the City of Baytown, Texas, where all interested persons were provided with an opportunity to be heard on the proposed limited purpose annexation of the property described in Section 1 of this ordinance, were held, during the City Council meetings on the 27th day of August, 2026, in the City Council Chamber of the City Hall of the City of Baytown, Texas, which date is not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, notices of such public hearings were published in a newspaper having general circulation in the City of Baytown, Texas, and in the below described territories on the 16th day of August, 2026, which date is not more than twenty (20) nor less than ten (10) days prior to the dates of the public hearings; and

WHEREAS, a notice of such public hearings was posted on the City of Baytown's notice board and website on the 14th day of August, 2026, which date is not more than twenty (20) nor less than ten (10) days prior to the date of the public hearings and remained posted until the date of the applicable hearings; and

WHEREAS, the total corporate area of the City of Baytown, Texas, on the 1st day of January, 2026, was 41.14 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 86,700 inhabitants; and

WHEREAS, the below described territories lie within the extraterritorial jurisdiction of the City of Baytown, Texas;

WHEREAS, the below described territories lie adjacent to and adjoin the City of Baytown, Texas; and

WHEREAS, the City Council held the First Reading of the Ordinance on the 17th day of September 2026;

WHEREAS, the City Council holds this Second Reading of the Ordinance on the 8th day of October 2026; NOW THEREFORE

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

Section 1: That the area herein annexed by the City for a limited purpose only will cause an area

to be entirely surrounded by the City of Baytown. As such, the City Council of the City of Baytown, Texas, hereby finds that surrounding the area by this limited purpose annexation is in the public interest.

Section 2: That the following described land and territories lying adjacent to and adjoining the City of Baytown are hereby added and annexed to the City of Baytown, Texas, for a limited purpose pursuant to the Strategic Partnership Agreement between Friendswood Development Company and the City of Baytown, and shall be subject to the terms and conditions of said agreement:

SEE EXHIBIT "A"

Section 3: This ordinance shall be published and passed in the manner provided in Article 1, Section 9, of the Charter of the City of Baytown, Texas.

INTRODUCED, READ and PASSED on the SECOND READING this the 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

ORDINANCE NO. 16,513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the First Amendment to the Strategic Partnership Agreement with Harris County Municipal Utility District No. 213-A. A copy of said amendment is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

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

CHARLES JOHNSON, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

EXHIBIT "A"

FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT

This FIRST AMENDMENT TO STRATEGIC PARTNERSHIP AGREEMENT (this "First Amendment") is entered into effective this ___ day of _____, 2026 (the "Effective Date"), by and between the CITY OF BAYTOWN, TEXAS, a municipal corporation and home-rule city of the State of Texas (the "City"), and HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 213-A, a conservation and reclamation district created pursuant to Section 59 of Article XVI of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended (the "District"). The City and the District may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, pursuant to City Ordinance No. 13,993, the City and the District entered into that certain Strategic Partnership Agreement entered into effective as of January 24, 2019 (the "Original Agreement");

WHEREAS, the District annexed 378.34 acres of land by that certain Order Adding Land and Redefining Boundaries dated January 25, 2023;

WHEREAS, the City and the District desire to amend the Original Agreement to revise the definition of "Property" to all land currently located within the boundaries of the District and any land that may hereafter be annexed into the District; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the District agree as follows:

AGREEMENT

The Original Agreement is hereby amended as follows:

1. Definition of the "Property". Paragraph 1 of the Recitals is hereby amended, restated, and replaced, in its entirety, by the following:

The District was created with the consent of the City for the purpose of providing water, sewer, transportation, recreation, and drainage facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City but is not within its corporate limits. The District is part of a zoned community of approximately 964.066 acres, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Property"), together with any additional land that may be hereafter annexed into the District.

2. Exhibit A Replaced. Exhibit "A" of the Original Agreement is hereby deleted and replaced with Exhibit "A" of this First Amendment, which depicts the current boundaries of the District as of the Effective Date of this First Amendment.

3. Applicability to Future Annexed Property. The terms and conditions of the Original Agreement, as amended hereby, shall apply to the Property, which shall include the additional land of 378.34 acres and any land the District may annex in the future. Any such land shall automatically be deemed included within the definition of "Property" for all purposes under the Original Agreement upon the effective date of such annexation, without further amendment of the Original Agreement.

4. Construction. In the event of any inconsistency between any term or provision of the Original Agreement and any term or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control for all purposes and respects and the Original Agreement shall be deemed amended to be consistent herewith.

5. Defined Terms. Defined terms contained herein shall have the meaning in the Original Agreement unless otherwise specifically provided herein.

6. Full Force and Effect of the Original Agreement. Except as expressly amended and modified by this First Amendment, the Original Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment in multiple copies, each of equal dignity, as of the Effective Date.

HARRIS COUNTY MUNICIPAL UTILITLY
DISTRICT NO. 213-A

By: _____
Name: _____
Title: _____

(ATTEST)

By: _____
Name: _____
Title: _____

(SEAL)

[SIGNATURE PAGE CONTINUES]

CITY OF BAYTOWN

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Harris County MUD 213-A
964.066 Acres

Talcott Patching Survey, A- 620
George Ellis Survey, A-21

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 964.066 acres of land situated in the Talcott Patching Survey, Abstract No. 620 and the George Ellis Survey, Abstract No. 21, in Harris County, Texas, including all of the called 571.898 and 13.860 acres described in House Bill 3925 as Harris County MUD 213-A and filled under County Document Number 83R 8247 RWG-F; said 964.066 acres being more particularly described in three tracts as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

TRACT 1
585.758 ACRES

BEGINNING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 4640.76 feet to a point for corner;

THENCE, South 79 Degrees 05 Minutes 54 Seconds West, departing said common line, a distance of 1002.24 feet to a point for corner;

THENCE, South 00 Degrees 47 Minutes 54 Seconds West, a distance of 700.00 feet to a point for corner;

THENCE, South 89 Degrees 12 Minutes 07 Seconds East, a distance of 1168.47 feet to a point in the westerly line of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with said westerly line, a distance of 2043.92 feet to the southeast corner of said 571.898 acres;

THENCE, South 76 Degrees 45 Minutes 18 Seconds West, with the southerly line of said 571.898 acres, a distance of 797.79 feet to a point for corner;

THENCE, North 10 Degrees 41 Minutes 11 Seconds West, departing said southerly line, a distance of 18.57 feet to a point in the northerly right-of-way line of Wallisville Road (right-of-way varies);

THENCE, North 77 Degrees 08 Minutes 13 Seconds East, with said northerly right-of-way line, a distance of 772.43 feet to a point for corner;

THENCE, North 33 Degrees 09 Minutes 33 Seconds East, a distance of 21.59 feet to a point in the westerly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said westerly right-of-way line, a distance of 1870.53 feet to a point for corner;

THENCE, South 82 Degrees 25 Minutes 21 Seconds West, departing said westerly right-of-way line, a distance of 32.30 feet to a point for corner;

THENCE, North 89 Degrees 11 Minutes 45 Seconds West, a distance of 2147.85 feet to a point for corner;

THENCE, South 76 Degrees 25 Minutes 12 Seconds West, a distance of 505.26 feet to a point for corner;

THENCE, South 63 Degrees 02 Minutes 54 Seconds West, a distance of 27.05 feet to a point for corner;

THENCE, South 26 Degrees 57 Minutes 06 Seconds East, a distance of 2483.11 feet to a point in the northerly right-of-way line of said Wallisville Road;

THENCE, South 86 Degrees 59 Minutes 24 Seconds West, with said northerly right-of-way line, a distance of 2070.93 feet to a point in the easterly right-of-way line of said Haney Road;

THENCE, North 12 Degrees 55 Minutes 36 Seconds West, with said easterly right-of-way line, a distance of 6843.50 feet to the beginning of a curve to the left;

THENCE, with said easterly right-of-way line and curve turning to the left, having a radius of 919.82 feet, a chord bearing of North 27 Degrees 42 Minutes 24 Seconds West, a chord length of 469.30 feet and an arc length of 474.55 feet to the **POINT OF BEGINNING OF TRACT 1, CONTAINING** 585.758 acres of land.

TRACT 2
299.356 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road and being the **POINT OF BEGINNING** of the herein described Tract 2;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet to a point for corner;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet to a point for corner;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet to a point for corner;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 3299.10 feet to a point for corner;

THENCE, South 77 Degrees 56 Minutes 08 Seconds West, a distance of 1351.57 feet to a point for corner;

THENCE, South 77 Degrees 49 Minutes 42 Seconds West, a distance of 1263.83 feet to a point for corner;

THENCE, North 12 Degrees 26 Minutes 10 Seconds West, a distance of 654.32 feet to a point for corner;

THENCE, South 77 Degrees 48 Minutes 55 Seconds West, a distance of 2418.91 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 10 Degrees 54 Minutes 06 Seconds West, with said right-of-way line, a distance of 1849.17 feet to the **POINT OF BEGINNING OF TRACT 2, CONTAINING** 299.356 acres of land.

TRACT 3
78.952 ACRES

COMMENCING at the northwest corner of said 571.898 acres, being located in the easterly right-of-way line of Haney Road (a 70 foot right-of-way);

THENCE, North 77 Degrees 35 Minutes 59 Seconds East, with the northerly line of said 571.898 acres, a distance of 4420.01 feet to a point in the westerly right-of-way line of Garth Road (right-of-way varies) and being the northeast corner of said 571.898 acres;

THENCE, South 10 Degrees 54 Minutes 06 Seconds East, with the easterly line of said 571.898 acres, common with said westerly right-of-way line, a distance of 3114.29 feet;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, over and across said right-of-way, a distance of 80.02 feet to a point in the easterly right-of-way line of said Garth Road;

THENCE, North 77 Degrees 49 Minutes 33 Seconds East, a distance of 2370.00 feet;

THENCE, North 12 Degrees 22 Minutes 14 Seconds West, a distance of 792.60 feet;

THENCE, North 77 Degrees 47 Minutes 24 Seconds East, a distance of 1206.67 feet;

THENCE, North 77 Degrees 48 Minutes 25 Seconds East, a distance of 1403.17 feet to a point in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, South 12 Degrees 30 Minutes 22 Seconds East, with said right-of-way line, a distance of 1581.61 feet;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, over and across said right-of-way, a distance of 60 feet to a point in the easterly right-of-way line of said North Main Street and being the **POINT OF BEGINNING** of the herein described Tract 3;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, a distance of 2623.57 feet to a;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, a distance of 270.49 feet to a;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, a distance of 2618.71 feet to a point in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said right-of-way line, a distance of 784.17 feet to a;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, a distance of 5241.73 feet to a point in the easterly right-of-way line of said North Main Street.

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said right-of-way line, a distance of 523.40 feet to the **POINT OF BEGINNING OF TRACT 3, CONTAINING** 78.952 acres of land and together with Tracts 2 and 3 described above, containing an overall total of 964.066 acres in Harris County, Texas, as shown on Drawing No. 11216F R4 in the office of Quiddity in Bellaire, Texas.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

01/27/23

Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@QUIDDITY.com

Quiddity
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 1004610



Tract 9:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

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THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 10:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

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"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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Tract 11:

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

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property corner") set at the northeast corner of the south one half of said Lot 19 and being in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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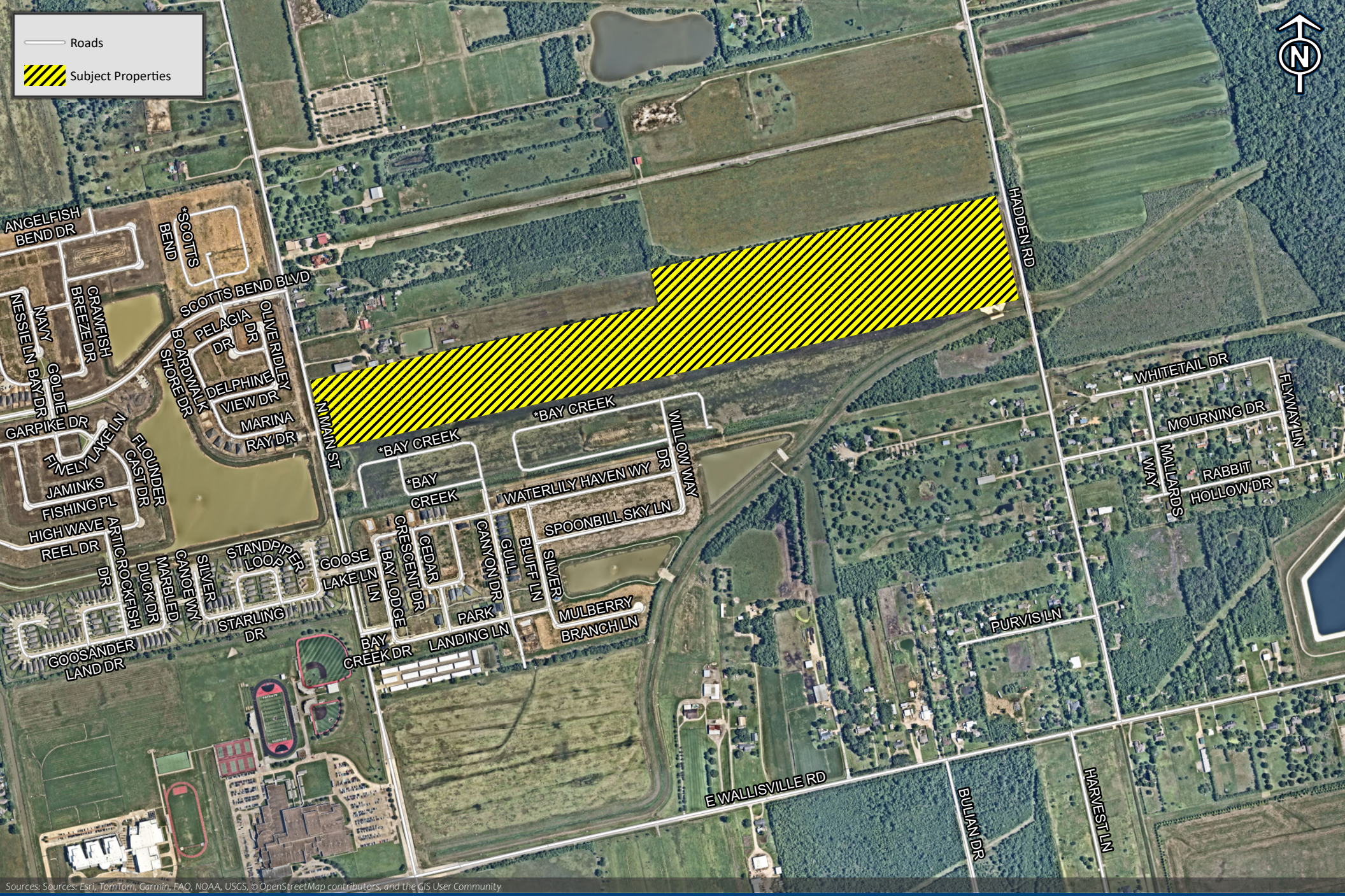
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Pages 34
02/02/2023 03:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

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RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS



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

BAYTOWN

Annexation

Pelly Place Sections 3 & 4

Limited Purpose Annexation

Vicinity Map

Approximately 78.952 acres

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: 8/17/2026

CITY COUNCIL MEETING 6. c.

Meeting Date: 10/08/2026
Subject: Consider an ordinance for placing limited purpose annexed properties in Council District No. 4
Prepared for: Martin Scribner, Planning and Development Services
Prepared by: Nai Mongiello, Planning and Development Services
Department: Planning and Development Services

Information

ITEM

Consider an ordinance adding the properties recently annexed for limited purposes, approximately 78.952 acres, generally located east of North Main Street, west of Hadden Road and north of East Wallisville Road, to City Council District No. 4.

PREFACE

This proposed ordinance places the properties recently annexed for limited purposes, approximately 78.952 acres, legally described as Tracts 9-11, Abstract No. 21, George Ellis Survey, Harris County, Texas, into City Council District No. 4.

In 2022, City Council approved an amendment to an existing development agreement, approved in 2018, with Friendswood Development Company for the extension of Baytown Crossings, approximately 356.99 acres. Upon completion, this section will add 1,175 single-family residential lots to the 2,002 single-family residential lots approved with the original agreement. The development agreement called for a Strategic Partnership Agreement (SPA) between the City of Baytown and MUD 213-A and limited purpose annexation of the area. The SPA was completed in 2019 and an amendment to the SPA was approved by City Council on July 9, 2026. The limited purpose annexation is the next step in fulfilling this agreement.

The first phase of the limited purpose annexation, approximately 278.038 acres, was completed on August 13, 2026. This second phase of the limited purpose annexation was completed by the previous agenda item.

City Council held public hearings for the annexation of the subject area on August 27, 2026. Notice for the public hearings was posted on the City of Baytown's notice board and website on August 14, 2026 and in the Baytown Sun on August 16, 2026. The first reading of the ordinance was held on September 17, 2026.

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

Ordinance Add To District 4
Metes and Bounds Description
Council District No. 4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADDING APPROXIMATELY 78.952 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION, GENERALLY LOCATED EAST OF NORTH MAIN STREET AND WEST OF HADDEN ROAD APPROXIMATELY 2,500 FEET NORTH OF EAST WALLISVILLE ROAD, LEGALLY DESCRIBED AS TRACTS 9-11, ABSTRACT NO. 21, GEORGE ELLIS SURVEY, HARRIS COUNTY, TEXAS TO DISTRICT NO. 4; REPEALING ORDINANCES INCONSISTENT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

****

WHEREAS, Section 17(7) of the Charter of the City of Baytown provides that the City Council shall redistrict the City if the growth of the City justifies; and

WHEREAS, it is necessary to include the newly-annexed territory described herein in a Council District; NOW THEREFORE,

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

Section 1: Council District No. 4 is hereby redistricted by the addition of that property which is described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

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 sets of circumstances, and to this end, all provisions of this ordinance are declared to be severable.

Section 4: 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 8th day of October 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Tract 9:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 3 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574011 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of said Lot 3, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of Lot 4 of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the northeast corner of said Lot 3, common with the southeast corner of said Lot 4 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 3, common with the westerly line of said Lot 19, a distance of 261.70 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3;

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THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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Tract 10:

A **METES & BOUNDS** description of a certain 15.762 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being all of Lot 4 as shown on the plat for the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records and described in the deed to Malcom O Brown and Helen Joyce Brown, recorded under Clerk File Number D574010 of the Harris County Official Public Records of Real Property; said 15.762 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3, of said A.M. Dalquist Estates, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 3, a distance of 261.70 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of said Lot 3, common with the southwest corner of said Lot 4 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with said easterly right-of-way line, common with the westerly line of said Lot 4, a distance of 261.70 feet to a 1-inch iron bar found at the northwest corner of said Lot 4, common with the southwest corner of Lot 5, of said A.M. Dalquist Estates;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said Lot 4, common with the southerly line of said Lot 5, a distance of 2623.57 feet to the northeast corner of said Lot 4, common with the southeast corner of said Lot 5 and being in the westerly line of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records;

THENCE, South 12 Degrees 30 Minutes 09 Seconds East, with the easterly line of said lot 4, common with the westerly line of said Lot 19, a distance of 261. 70 feet to a 3/4-inch iron rod (with cap stamped

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"Jones | Carter property corner") set at the northeast corner of said Lot 3, common with the southeast corner of said Lot 4;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly line of said Lot 3, common with the southerly line of said Lot 4, a distance of 2623.56 feet to the **POINT OF BEGINNING, CONTAINING** 15.762 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones | Carter in Bellaire, Texas.

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Tract 11:

A **METES & BOUNDS** description of a certain 47.428 acre tract of land situated in the George Ellis Survey, Abstract No. 21 in Harris County, Texas, being out of the south one half of Lot 19 out of the George Ellis League, recorded in Volume 72, Page 459 of the Harris County Deed Records and described in the deed to Helen Joyce Brown, Linda Sue Brown and Malcom Brown, Jr, Co-Trustees for the Malcom Orval Brown, Sr, Family Trust, recorded under Clerk's File Number X954414 of the Harris County Official Public Records of Real Property; said 47.428 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 1-inch iron pipe found at the southeast corner of Lot 3, Block 19 of the Elena Fruit & Cotton Farms plat, recorded in Volume 7, Page 48 of the Harris County Map Records, common with the northeast corner of a called 120 acre tract described in the deed to Beverly Sansom, recorded under Clerk's File Number K164705 of the Harris County Official Public Records of Real Property and being in the westerly right-of-way line of North Main Street (a 60-foot right-of-way);

THENCE, North 12 Degrees 30 Minutes 22 Seconds West, with the westerly right-of-way line of said North Main Street, common with the easterly line of said Lot 3, Block 19, a distance of 1193.79 feet;

THENCE, South 77 Degrees 29 Minutes 38 Seconds West, over and across said North Main Street, a distance of 60.00 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set in the easterly right-of-way line of said North Main Street, at the southwest corner of Lot 3 as shown on the plat of the A.M. Dalquist Estates, recorded in Volume 16, Page 65 of the Harris County Map Records, common with the northwest corner of a called 31.574 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R802767 of the Harris County Official Public Records of Real Property;

THENCE, North 77 Degrees 46 Minutes 43 Seconds East, with the northerly line of said 31.574 acres, common with the southerly line of said Lot 3, a distance of 2623.54 feet to a 5/8-inch iron rod with Landtech Cap found at the northeast corner of said 31.574 acres, common with the southeast corner of said Lot 3, the northwest corner of a called 31.912 acre tract described in the deed to Missouri Pacific Railroad Company, recorded under Clerk's File Number R276773 of the Harris County Official Public Records, in the westerly line of said Lot 19 and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 12 Degrees 30 Minutes 09 Seconds West, with the easterly line of said lot 3 and Lots 4 and 5 of said A.M. Dalquist Estates, common with the westerly line of said Lot 19, a distance of 793.89 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northwest corner of the south one half of said Lot 19;

THENCE, North 77 Degrees 59 Minutes 28 Seconds East, with the northerly line of the south one half of said Lot 19, a distance of 2618.71 feet to a 3/4-inch iron rod (with cap stamped "Jones| Carter

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property corner") set at the northeast corner of the south one half of said Lot 19 and being in the westerly right-of-way line of Hadden Road (a 60-foot right-of-way);

THENCE, South 12 Degrees 28 Minutes 09 Seconds East, with said westerly right-of-way, a distance of 784.17 feet to a 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") set at the northeast corner of a called 5.1650 acre tract described in the deed to Harris County, recorded under Clerk's File Number W444687 of the Harris County Official Public Records of Real Property;

THENCE, South 77 Degrees 46 Minutes 43 Seconds West, with the northerly lines of said 5.1650 and 31.912 acre tracts, a distance of 2618.19 feet to the **POINT OF BEGINNING, CONTAINING** 47.428 acres of land in Harris County, Texas as shown on drawing number 16292 in the offices of Jones|Carter in Bellaire, Texas.

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RP-2023-37166
Pages 34
02/02/2023 03:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $146.00

RP-2023-37166

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS



Annexation

Pelly Place Sections 3 & 4

Limited Purpose Annexation

City Council District Map

Approximately 78.952 acres

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: 9/23/2026

CITY COUNCIL MEETING 7. a.

Meeting Date: 10/08/2026

Subject: Consider an ordinance approving the Baytown Blue Hydrogen Agreement between the City of Baytown and Exxon Mobil Corporation and abandoning the City's interest in street rights-of-way totaling 23.5558 acres within the project area adjacent to Bayway Drive.

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

Prepared by: Miriam Schoen, Legal

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance approving the Baytown Blue Hydrogen Agreement between the City of Baytown and Exxon Mobil Corporation, abandoning the City's interest in street rights-of-way totaling 23.5558 acres within the project area adjacent to Bayway Drive, and authorizing a Quitclaim Deed to Exxon Mobil Corporation.

PREFACE

This ordinance approves the Baytown Blue Hydrogen Agreement between the City of Baytown and Exxon Mobil Corporation and authorizes the associated street right-of-way abandonments to support the Baytown Blue Hydrogen Project.

The proposed abandonment encompasses 23.5558 acres described in the accompanying survey exhibits and legal descriptions. The rights-of-way include Abbott Street (formerly Avenue A), Allen Street, Arbor Street (north and south portions), Ashby Street, Barnes Street (formerly Avenue B), Church Street, Coburn Street (formerly Avenue C), Douglas Street (formerly Avenue D), Fortner Avenue, John-A Street, North Street (east and west portions), Scarlett Street, Shreck Avenue, and Wooster Street (north and south portions).

Exxon Mobil Corporation will pay the City $3,389,432, representing the appraised value of the rights-of-way and associated improvements, adjusted to reflect the revised Arbor South survey.

In addition to this consideration, Exxon Mobil Corporation will be responsible for the additional costs agreed to under the agreement for utility rework and associated fire protection and emergency access needs. These obligations are separate from the payment for the rights-of-way. The agreement establishes the parties' responsibilities for engineering, permitting, utility coordination, project funding, reimbursement, and cost monitoring.

The ordinance approves the agreement and abandons the City's interest in the identified street rights-of-way, subject to the conditions specified in the ordinance. The quitclaim deed will be executed following the final letter of no objection from CenterPoint Energy and payment of the appraised land value.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N: 2

Amount Needed: 0.00

Fiscal Impact (Additional Information):

Attachments

Baytown Blue Hydrogen Agreement
Abandonment Petition with Attachments

BAYTOWN BLUE HYDROGEN AGREEMENT

This Development Agreement ("Agreement") is entered into by and between **Exxon Mobil Corporation** ("EM") and **City of Baytown** ("COB") pursuant to Chapter 380 of the Texas Local Government Code.

RECITALS

WHEREAS, it is of mutual benefit to both Parties to abandon Right of Way and utilities in the area adjacent to Bayway Drive in Baytown, Texas ("Project"), as generally illustrated on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. COB's Responsibilities

(i) COB will prepare Right of Way (ROW) abandonment for City Council action utilizing documentation provided by EM.

(ii) COB will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates ("PS&E") for the Project.

(iii) COB shall be responsible for obtaining all necessary permits and jurisdictional approvals for the Project.

(iv) Upon execution of the Agreement, COB shall provide an invoice to EM for the Project PS&E

(v) Upon completion of the PS&E, COB will submit the PS&E to EM for review.

B. EM's Responsibilities:

(i) EM shall provide a metes and bounds survey of ROW related to the Project to be abandoned, secure all applicable utility Letters of No Objection (LONO) related to the ROW abandonment, secure Harris County Flood Control District (HCFCD) permits and file a petition to abandon the ROW with COB City Clerk's Office.

(ii) EM will review the PS&E provided by COB and provide comments within ten (10) business days. Should the EM desire to make changes to such PS&E, the Parties agree to meet and

resolve all issues within ten (10) business days of the EM's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project.

(iii) EM shall remit payment to COB for the EM Funding Share for the Project in accordance with Section 2 of this agreement.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, EM agrees to provide payment of the EM Funding Share to COB within thirty (30) business days of receipt of invoice for work defined within the attached Utility Work shown in Exhibit B.

A. Cost Control and Overruns.

(i) Baseline Project Cost. The Parties agree that the "Baseline Project Cost" shall be the total construction cost reflected in the best value responsive bid recommended by COB and accepted in writing by EM. "Best value" includes all criteria listed in a Request for Proposal, Invitation for Bid, or other procurement method allowed under Texas law. Best value criteria shall include, but shall not be limited to, the following:

(a) price;
(b) the offeror's experience and reputation;
(c) the quality of the offeror's goods or services;
(d) impact upon COB's ability to comply with rules relating to historically underutilized businesses;
(e) the offeror's safety record;
(f) the offeror's proposed personnel;
(g) whether the offeror's financial capability is appropriate to the size and scope of the project;
(h) any other relevant factor specifically listed in the request for bids, proposals, or qualifications; and/or
(i) existing laws and criteria related to historically underutilized business and the use of woman, minority, small, or disadvantaged business.

(ii) Cost Monitoring. COB shall provide EM with written cost reports and updated forecasts at least twice per month during construction, including identification of any actual or anticipated variances from the Baseline Project Cost.

(iii) Notice of Variance. COB shall promptly notify EM in writing upon becoming aware that the total Project cost is projected to exceed ninety percent (90%) of the Baseline Project Cost.

(iv) Approval of Overruns. COB shall not authorize, approve, or incur costs that would cause the total Project cost to exceed one hundred ten percent (110%) of the Baseline Project Cost without the prior written approval of EM. Notwithstanding anything to the contrary in this paragraph, on or before the ninetieth (90) day following execution of this Agreement, the parties agree to identify and develop mutually acceptable metrics to ensure project stays on time.

(v) Limitation of EM Obligation. EM shall have no obligation to reimburse COB for costs incurred in excess of one hundred ten percent (110%) of the Baseline Project Cost unless EM expressly agrees to such additional costs in writing.

(vi) Suspension of Work. Either Party may, upon written notice, suspend construction of the Project if (i) the scope of the Project materially changes or (ii) the projected cost exceeds one hundred ten percent (110%) of the Baseline Project Cost, pending agreement by the Parties on revised scope, schedule, and funding.

Section 3. Term and Termination

A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of the Project or COB's receipt of all payments due from EM under this Agreement, whichever occurs later ("Term").

B. This Agreement may be terminated at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

A. EM understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that COB is not currently appropriating any funds for the Project. COB may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Director of Finance.

Section 5. Miscellaneous

A. Non-Assignability. EM and COB bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither EM nor COB shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party

B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to EM or COB at the following addresses:

COB:
City of Baytown
2123 Market Street
Baytown, TX, 77520
Attention: Carol Haddock
Email: carol.haddock@baytown.org
Attention: Juan Macias
Email: juan.macias@baytown.org

EM: Exxon Mobil Corporation
5000 Bayway Drive
Baytown, TX, 77520
Attention: Gary Hartmann
Email: gary.w.hartmann@exxonmobil.com
Attention: Diana Hessler
Email: diana.hessler@exxonmobil.com

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. EM is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of COB for any purpose. COB, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of EM for any purposes. Neither Party has the authority to bind the other Party.

D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. EM is not obligated or liable to any party other than COB for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of EM with respect to any third party.

E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.

F. No Personal Liability; No Waiver of Immunity.

(i) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of COB or EM.

(ii) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by COB or EM of any right, defense, or

immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. COB does not agree to binding arbitration, nor does COB waive its right to a jury trial.

I. Contract Construction.

(i) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(ii) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(iii) When terms are used in the singular or plural, the meaning shall apply to both.

(iv) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

O. Warranty. By execution of this Agreement, COB warrants that the duties accorded to COB in this Agreement are within the powers and authority of COB.

CITY OF BAYTOWN

By:_____
Jason Reynolds
City Manager
Date: 06/25/2024

EXXON MOBIL CORPORATION

By:_____
Glenn Hayes
Agent and Attorney-in-Fact
Date: 6/24/24

APPROVED AS TO FORM:

By:_____
~~Scott Lemond~~ Kristin Holmes
~~City Attorney~~ Assistant City Attorney

Exhibit A
Project Map

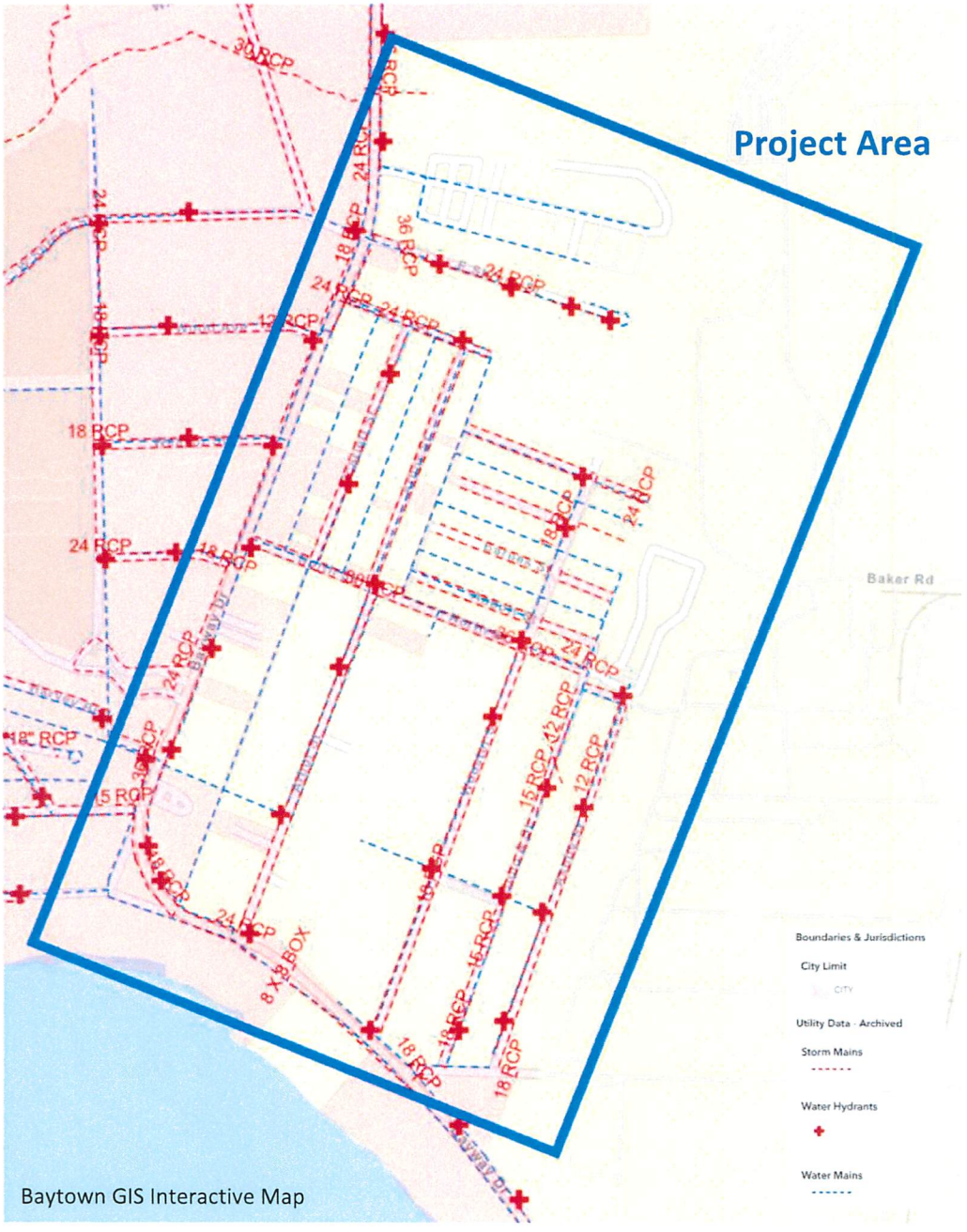


Exhibit B
Funding Allocation

Type	Item	COB Funding Percentage (%)	EM Funding Percentage (%)
Utility Work	Right of Way Appraisal	100	0
Utility Work	Right of Way Survey	0	100
Utility Work	Utility Letters of No Objection	0	100
Utility Work	HCFCD Permits	0	100
Utility Work	Utility Abandonment Design	0	100
Utility Work	Utility Abandonment Construction	0	100
Utility Work	Utility Abandonment Project Management, Construction Management and Inspection	0	100

CITY OF BAYTOWN
City Clerk's Office
2401 Market Street Baytown, Texas 77520
Phone: (281) 420-6504 Fax: (281) 420-5891
Web: www.baytown.org

FOR OFFICE USE ONLY
Date Received: _____
Date Processed: _____

PETITION FOR ABANDONMENT OF STREET, ALLEY, PUBLIC WAY, EASEMENT OR PORTION THEREOF Fee: $300.00

Applicant Information

1) Full Name of Applicant: Exxon Mobil Corporation via Benjamin Torres
Name of Company if Applicable: Exxon Mobil Corporation
2) Mailing Address: 5000 Bayway Drive
City: Baytown State: Texas Zip: 77520
3) Primary Phone: 832-625-3004 Secondary Phone: 832-557-5660
4) Email Address: benjamin.torres@exxonmobil.com

Affidavit

I, the above noted applicant hereby state that the facts set out in the foregoing petition are true and correct.

Signed this the 30th day of October, 2025.

Signature

Benjamin Torres / Project Manager
Printed Name / Title

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Benjamin Torres, known to me 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of October, 2025.

DIANA K. HESSLER
Notary Public, State of Texas
Comm. Expires 12-06-2028
Notary ID 129225765

Notary Public * State of Texas

PETITION

STATE OF TEXAS §
§
COUNTY OF HARRIS §

PETITION FOR ABANDONMENT OF STREET, ALLEY, PUBLIC WAY, EASEMENT OR PORTION THEREOF

WE THE, THE UNDERSIGNED PROPERTY OWNERS ALONG Abbott St., Allen St., Arbor St. (partial - north), Arbor St. (partial - south), Ashby St., Barnes St., Church St., Coburn St., Douglas St., Fortner Ave., John A St., North St. (partial), Scarlett St. (partial), Shreck St. (partial), Wooster St. **IN BAYTOWN, TEXAS, RESPECTFULLY REQUEST THAT THE CITY COUNCIL OF THE CITY OF BAYTOWN ABANDON THE FOLLOWING (DESCRIPTION OF THE STREET, ALLEY, PUBLIC WAY OR EASEMENT):** See Attachment A

Abbott St., Allen St., Arbor St. (partial - north), Arbor St. (partial - south), Ashby St., Barnes St., Church St., Coburn St., Douglas St., Fortner Ave., John A St., North St. (partial), Scarlett St. (partial), Shreck St. (partial), Wooster St.

Please attach the metes and bounds of the area to be abandoned (certified by a surveyor), and the appraisal of said property. You may also attach a map and/or plat of the area as deemed appropriate to the application

PROPERTY OWNERS (all property owners participating in the petition for abandonment must be listed below, along with their signature)**:**

1.) Full Name of Owner: Exxon Mobil Corporation
Owner Address: 5000 Bayway Drive
City: Baytown State: Texas Zip: 77520
SIGNATURE: _____

2.) Full Name of Owner: _____
Owner Address: _____
City: _____ State: _____ Zip: _____
SIGNATURE: _____

3.) Full Name of Owner: _____
Owner Address: _____
City: _____ State: _____ Zip: _____
SIGNATURE: _____

4.) Full Name of Owner: _____
Owner Address: _____
City: _____ State: _____ Zip: _____
SIGNATURE: _____

You may attach more property owner sheets to this application as needed.

PROPERTY OWNERS ABUTTING THE STREET, ALLEY, PUBLIC WAY, EASEMENT OR PORTION THEREOF (list the names and last known addresses of all individuals who own property along said street, alley, public way, easement, or portion thereof):

1.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

2.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

3.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

4.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

5.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

6.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

7.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

You may attach more owners and their last previous address to this application as needed.

8.) Are all of the owners abutting the street, alley, public way, easement or portion thereof in question joined in this petition? Yes ☑ No ☐

9.) If NO, please attach a statement showing the reason for the nonparticipation of those property owners that did not sign or you may use the area provided below:

_____

_____

_____

_____

Information for a Petition to Abandon a Portion of a Street, Alley, Public Way, Easement or Portion Thereof

1.) Is this petition only for a portion of a through street, alley, public way or easement that is open to public access from either direction, which is to be abandoned, altered, closed or vacated? Yes ☑ No ☐

2.) If YES, then the petitioner is required to provide a list of the names and last known address of all abutting owners both for the portion to be closed and for that portion which is to remain open in either direction up to the next intersection with another street, alley, or public way. If needed, please list said individuals below:

NAMES OF PROPERTY OWNERS IMPACTED BY PARTIAL ABANDONMENT:

1.) Full Name: See Attachment B

Last Known Address: _____

City: _____ State: _____ Zip: _____

2.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

3.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

4.) Full Name: _____

Last Known Address: _____

City: _____ State: _____ Zip: _____

Procedures for Abandonment

1. File the completed petition with the associated $300.00 fee with the City Clerk. You may mail or deliver the original application to: City of Baytown, City Clerk, 2401 Market Street, Baytown, TX 77520. Please note that the City Clerk's Office accepts only cash or checks for payment.

2. Please ensure that all parts of the application are completed, including the certified metes and bounds of the of the street, alley, public way, easement or portion thereof to be abandoned. Additionally, the Petitioner/Applicant must submit at least one fair market value appraisal for the property being proposed for abandonment. The city will use said appraisal to determine the fair market value of the property. The Petitioner/Applicant must pay fair market value in order for the property to be abandoned.

3. Petitioner/Applicant is responsible for listing all abutting property owners with their mailing addresses; said information can be obtained from the tax rolls.

4. Prior to filing the Petition, it is the responsibility of the Petitioner/Applicant to notify the various utility companies; namely CenterPoint-Energy (electricity), CenterPoint-Entex (gas), Verizon Southwest and Cable Provider (Comcast). The Release Form is attached to this Application. Please note that is the responsibility of the Petitioner/Applicant to file with the City Clerk such consents and release forms simultaneously with the filing of the petition.

5. Please contact the following companies for more information regarding their abandonment processes:

CenterPoint (Gas and Electric)
Surveying & ROW
Attn: Crystal Shrader
1111 Louisiana, 7th Floor
Houston, Texas 77002
lrow@centerpointenergy.com
(713) 207-0430

Frontier Communications
Network Engineering & Technology
Attn: Darrin Albrecht
2611 45th St.
Dickinson, Texas 77539
darrin.l.albrecht@ftr.com
(281) 338-2221

Comcast
Attn: Geraldine Medina-Schultz
Planning and Design - Construction Coordinator
8590 W. Tidwell Rd.
Houston, Texas 77040
design_support@comcast.com
713-637-5289

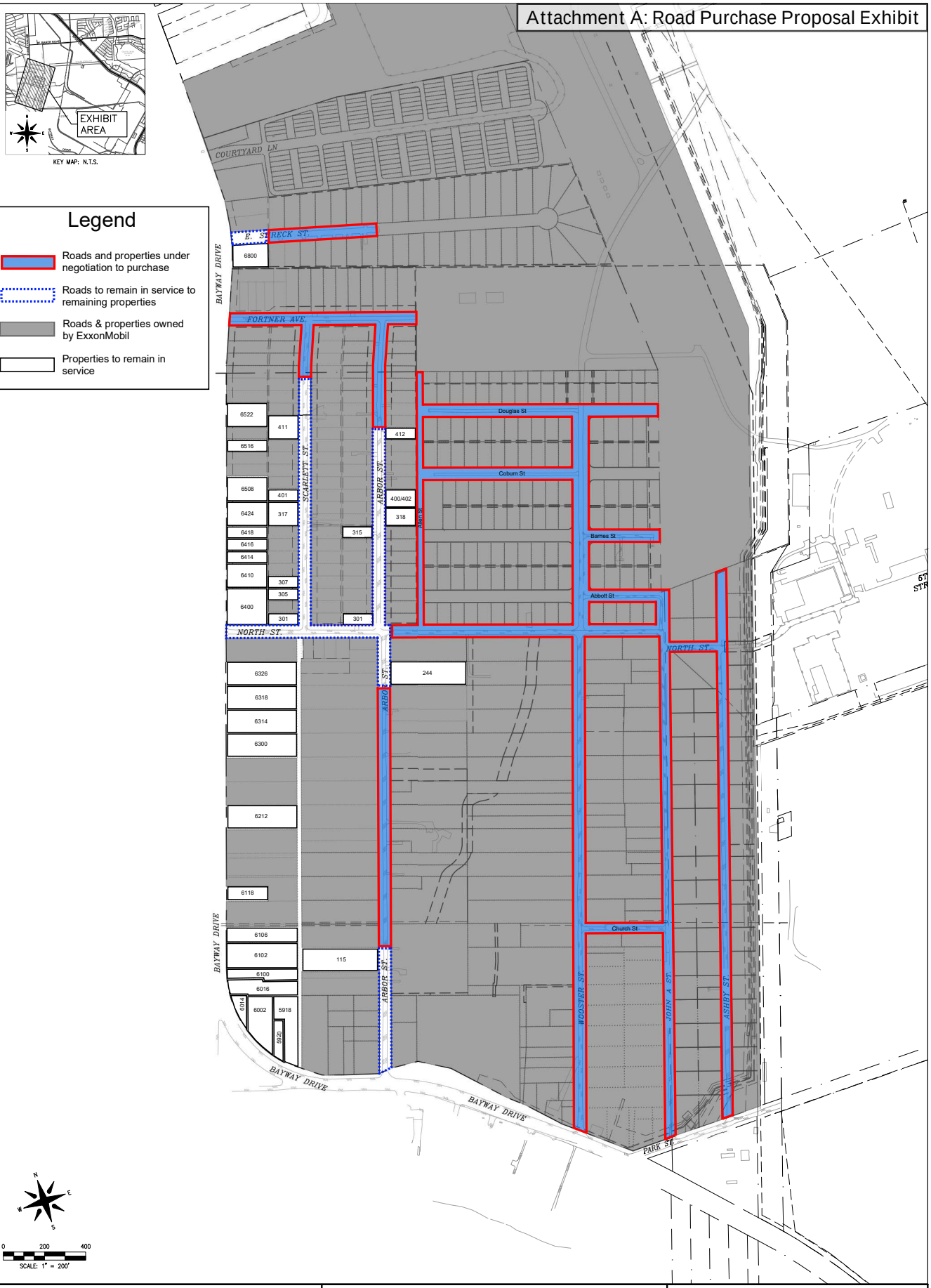
6. If there are no objections by the utility companies and/or city staff, the City Clerk will place the Petition for Abandonment on the agenda for the next City Council meeting.

7. The City Clerk will notify all parties as listed on the Petition, of the date, time and place of council meeting wherein the Petition for Abandonment will be considered.

Should you have any questions, feel free to contact the City Clerk's Office, Phone: (281) 420-6504,

Reference Baytown Code of Ordinances Article VII, §2-766, 2-767, 2-768.

Attachment A: Road Purchase Proposal Exhibit



ExxonMobil Chemical

BAYTOWN CHEMICAL PLANT

worley DELIVERING SUSTAINABLE CHANGE

Greenbelt Property Status

W.T. BYLER CO
PROVIDING HEAVY | CIVIL AND RAILROAD CONSTRUCTION SERVICES

TETRA LAND SERVICES
Engineers•Surveyors•Planners•Appraisers
www.TLSTX.com
Texas Registered Engineering Firm F-22195

THESE DOCUMENTS ARE FOR INTERIM REVIEW, BIDDING OR PERMIT PURPOSES ONLY

ISSUE FOR REVIEW

DATE 10-27-25

SCALE AS NOTED

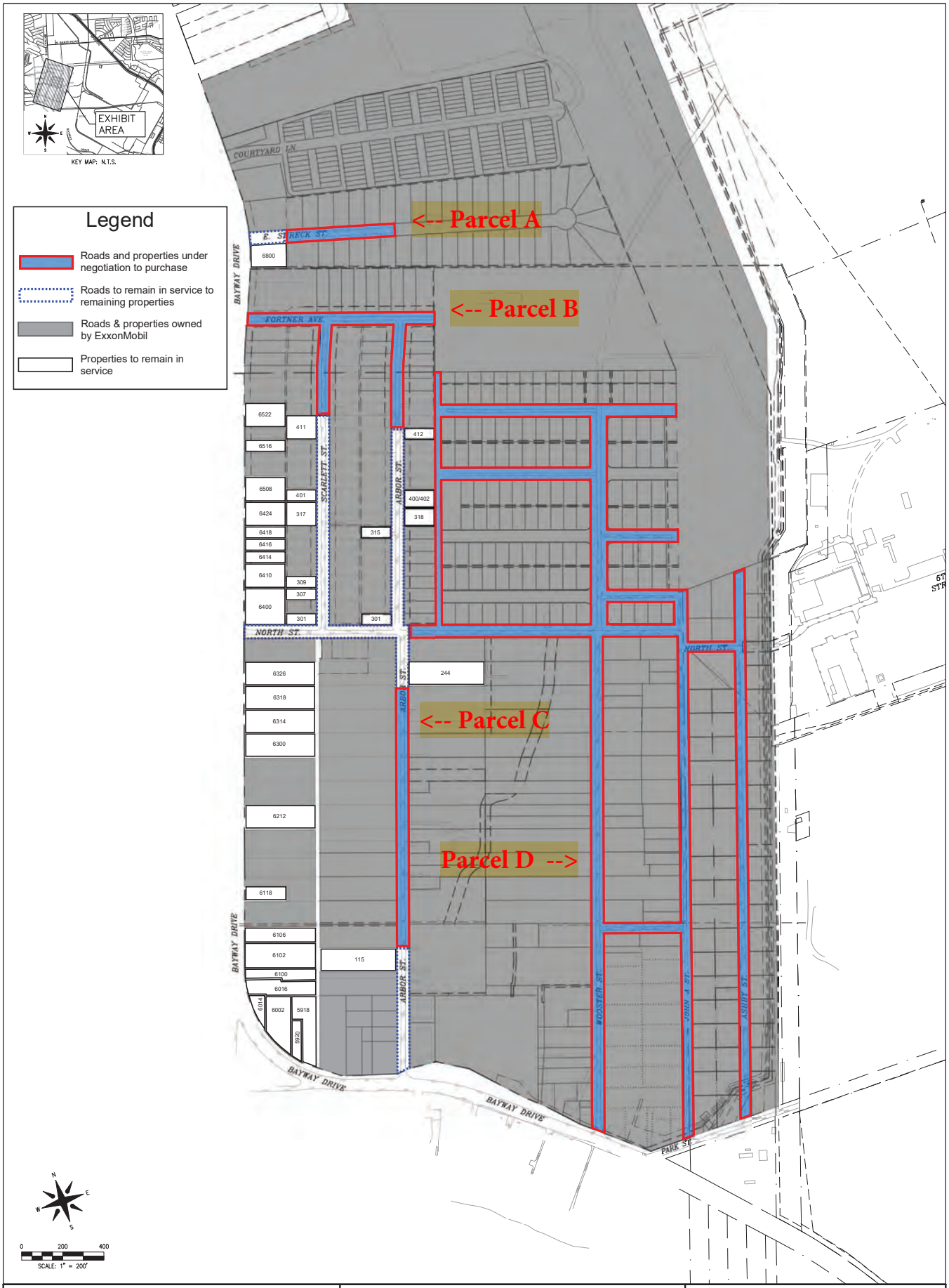
PROJECT #

FILE NO.

SHEET NO. 1 of 1

ATTACHMENT B - PARTIAL ROAD ABANDONMENT IMPACTS

LAST NAME	FIRST NAME	IMPACTED PROPERTY	MAILING ADDRESS
VERDUZCO	OSCAR	6800 E. Shreck St. (6800 Bayway)	2720 MASSEY TOMPKINS RD # 12, BAYTOWN, TX, 77521-4846
BUCHANAN	TRUDY	411 Scarlett St.	411 SCARLETT ST, BAYTOWN, TX, 77520-1949
GUADIANA	JUAN and ANA	401 Scarlett St.	4906 STONE BRIDGE ST, BAYTOWN, TX, 77521-8867
MEDINA	JOSE MANUEL GRANDA	317 Scarlett St.	17422 WILTON PARK CT, SPRING, TX, 77379-4678
PONCE	RODOLFO	305 and 307 Scarlett St.	307 SCARLETT ST, BAYTOWN, TX, 77520-1947
GONZALEZ	MARIA	301 Scarlett St.	301 SCARLETT ST, BAYTOWN, TX, 77520-1947
GONZALEZ	MARIA DE LA LUZ	412 Arbor St.	412 ARBOR ST, BAYTOWN, TX, 77520-1912
RIOS	JOSE	400/402 Arbor St.	400 ARBOR ST, BAYTOWN, TX, 77520-1912
RIOS	JOSE	318 Arbor St.	400 ARBOR ST, BAYTOWN, TX, 77520-1912
TAYLOR	TRENA and FRANK	315 Arbor St.	315 ARBOR ST, BAYTOWN, TX, 77520-1909
BURNETT	CECIL (Shane Burnett)	301 Arbor St.	301 ARBOR ST, BAYTOWN, TX, 77520-1909
SALINAS	ESTATE OF ELBERT	244 Arbor St.	6703 HAIDER AVE, BAYTOWN, TX, 77521
ARBOR BAY VILLAS I LLC	(John Brackett)	115 Arbor St.	1317 GULL COURT, CARLSBAD, CA 92010



ExxonMobil Chemical

BAYTOWN CHEMICAL PLANT

worley
DELIVERING SUSTAINABLE CHANGE

Greenbelt Property Status

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Texas Registered Engineering Firm F-22195

ISSUE FOR REVIEW

DATE 08-06-25

SCALE AS NOTED

PROJECT #

FILE NO.

SHEET NO. 1 of 1

Summary Table of All ROW Survey Abandonments
Exxon Mobile Buyout Project - City of Baytown

Parcel	ROW	Size - Sqft	Size - Ac
A	Shreck Ave	31,512	0.7234
Total of Parcel A (% of Whole = 3%):		**31,512**	**0.7234**
Parcel	**ROW**	**Size - Sqft**	**Size - Ac**
B	Fortner Ave	54,387	1.2486
B	Scarlett St	15,517	0.3562
B	Arbor St (North)	30,089	0.6907
Total of Parcel B (% of Whole = 10%):		**99,993**	**2.2955**
Parcel	**ROW**	**Size - Sqft**	**Size - Ac**
C	Arbor St (South)	112,203	2.5758
Total of Parcel C (% of Whole = 11%):		**112,203**	**2.5758**
Parcel	**ROW**	**Size - Sqft**	**Size - Ac**
D	Allen St	38,824	0.8454
D	Douglas St	68,559	1.5739
D	Coburn St	48,315	1.1092
D	Wooster St (North)	67,812	1.5567
D	Wooster St (South)	143,571	3.2959
D	Barnes St	25,426	0.5837
D	Abbott St	24,058	0.5523
D	North St (West)	77,566	1.7807
D	North St (East)	11,380	0.2612
D	John A St	132,734	3.0472
D	Ashby St	115,325	2.6475
D	Church St	16,912	0.3882
Total of Parcel D (% of Whole = 76%):		**770,482**	**17.6878**
	Total - All Parcels:	**Size - Sqft**	**Size - Ac**
	Parcel's A, B, C, & D:	**1,014,190**	**23.2826**

Water							
Pipe Size	Total (feet)	Material	Age	Life Expectancy	Cost per linear foot when new	Total Existing Value	Note
2 inch	7576	Cast Iron	75	50-100 years	$ 30.00	$ -	Assumed that pipe is so old that it has met its total life expectancy
6 inch	4743	PVC	30	50-100 years	$ 60.00	$ 113,823.12	
	11433	Cast Iron	75	50-100 years	$ 70.00	$ -	Assumed that pipe is so old that it has met its total life expectancy
8 inch	1914	Cast Iron	75	50-100 years	$ 80.00	$ -	Assumed that pipe is so old that it has met its total life expectancy
10 inch	2356	Cast Iron	75	50-100 years	$ 100.00	$ -	Assumed that pipe is so old that it has met its total life expectancy

Sanitary Sewer							
Pipe Size	Total (feet)	Material	Age	Life Expectancy	Cost per linear foot when new	Total Existing Value	Note
5 inch	497	Cast Iron	75	50-100 years	$ 40.00	$ -	Assumed that pipe is so old that it has met its total life expectancy
6 inch	7182	Clay/Cast Iron	75	50-100 years	$ 50.00	$ -	Assumed that pipe is so old that it has met its total life expectancy. For the Material GIS said Concrete but it may have been mislabeled and given the age it was probably Cast Iron.
8 inch	7961	Clay/Cast Iron	75	50-100 years	$ 60.00	0	Assumed that pipe is so old that it has met its total life expectancy. For the Material GIS said Concrete but it may have been mislabeled and given the age it was probably Cast Iron.
	1883	HDPE	30	50-100 years	$ 60.00	$ 45,197.71	
10 inch	2910	Clay	75	50-100 years	$ 70.00	$ -	Assumed that pipe is so old that it has met its total life expectancy. For the Material GIS said Concrete but it may have been mislabeled and given the age it was probably Cast Iron.
12 inch	1101	Clay	75	50-100 years	$ 80.00	$ -	Assumed that pipe is so old that it has met its total life expectancy. For the Material GIS said Concrete but it may have been mislabeled and given the age it was probably Cast Iron.

Storm Sewer							
Pipe Size	Total (feet)	Material	Age	Life Expectancy	Cost per linear foot when new	Total Existing Value	Note
15 inch	449	Concrete	50	75-100 years	$ 92.17	$ 41,384.33	Used TxDOT Price for the Cost per linear foot
18 inch	205	Concrete	50	75-100 years	$ 78.33	$ 16,057.65	Used TxDOT Price for the Cost per linear foot
24 inch	879	Concrete	50	75-100 years	$ 102.74	$ 90,308.46	Used TxDOT Price for the Cost per linear foot
36 inch	168	Concrete	50	75-100 years	$ 178.02	$ 29,907.36	Used TxDOT Price for the Cost per linear foot

Total - All Components: $336,678.63

SCOTT STEPHENS & ASSOCIATES, INC.

Real Estate Appraisers – Consultants
15021 Bohemian Hall Road
Crosby, Texas 77532
Phone: (713) 451-3600
Fax: (713) 451-3300
www.scottstephensandassociates.com

Scott P. Stephens, MAI, AI-GRS, CEO

Ryan Dagley, MAI, President

November 7, 2025

City of Baytown
Public Works & Engineering Department
2123 Market Street
Baytown, Texas 77520

Attn: Ms. Kimberly Patterson, Right of Way Coordinator

Re: An Appraisal Report of a portion of the improved Shreck Avenue road right of way in consideration for potential abandonment and sale in connection with the City of Baytown Exxon Abandonment Project. Potential Abandonment and Sale Parcel – Parcel A (Shreck Avenue ROW at 0.7234 acre or 31,512 square feet), is located along the East Shreck Avenue ROW, east of Bayway Drive, Baytown, Harris County, Texas 77520.

Dear Ms. Patterson:

A real estate Appraisal Report of the above referenced property has been conducted. The "as is" market value estimated for the fee simple estate of the subject as November 5, 2025 is estimated as follows:

City of Baytown Public Works - Exxon Abandonment Project
Potential Abandonment & Sale Parcel – Parcel A

Subject; Parcel A - ROW	Size - SF		100% Fee MV of ATF		
Land - Parcel A - ROW	31,512 SF	@	$3.00 psf	=	$94,536.00
Pro Rata Share of Improvements				=	$10,100.36
Total - Parcel A:				**Rounded:**	**$104,636**

We are not qualified to detect the existence of hazardous materials, which may or may not be present on the subject property. Hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is not such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

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Ryan Dagley, MAI, President

November 7, 2025

City of Baytown
Public Works & Engineering Department
2123 Market Street
Baytown, Texas 77520

Attn: Ms. Kimberly Patterson, Right of Way Coordinator

Re: An Appraisal Report of portions of the improved Fortner Avenue, Scarlett Street, and Arbor Street roadways rights of way, in consideration for potential abandonment and sale in connection with the City of Baytown Exxon Abandonment Project. Potential Abandonment and Sale Parcel – Parcel B (Fortner Ave, Scarlett St, & Arbor St ROW's at 2.2955 acres or 99,993 square feet), is located along the Fortner Ave ROW, Scarlett St ROW, and Arbor St ROW, east of Bayway Drive, Baytown, Harris County, Texas 77520.

Dear Ms. Patterson:

A real estate Appraisal Report of the above referenced property has been conducted. The "as is" market value estimated for the fee simple estate of the subject as November 5, 2025 is estimated as follows:

City of Baytown Public Works - Exxon Abandonment Project
Potential Abandonment & Sale Parcel – Parcel B

Subject; Parcel B - ROW	Size - SF		100% Fee MV of ATF		
Land - Parcel B - ROW's	99,993 SF	@	$3.00 psf	=	$299,979.00
Pro Rata Share of Improvements				=	$33,667.86
Total - Parcel B:				**Rounded:**	**$333,647**

We are not qualified to detect the existence of hazardous materials, which may or may not be present on the subject property. Hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is not such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for

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Scott P. Stephens, MAI, AI-GRS, CEO

Ryan Dagley, MAI, President

November 7, 2025

City of Baytown
Public Works & Engineering Department
2123 Market Street
Baytown, Texas 77520

Attn: Ms. Kimberly Patterson, Right of Way Coordinator

Re: An Appraisal Report of an improved portion of the Arbor Street road right of way in consideration for potential abandonment and sale in connection with the City of Baytown Exxon Abandonment Project. Potential Abandonment and Sale Parcel – Parcel C (Arbor Street ROW at 2.5758 acres or 112,203 square feet), is located along the Arbor Street ROW, north of Bayway Drive, Baytown, Harris County, Texas 77520.

Dear Ms. Patterson:

A real estate Appraisal Report of the above referenced property has been conducted. The "as is" market value estimated for the fee simple estate of the subject as November 5, 2025 is estimated as follows:

City of Baytown Public Works - Exxon Abandonment Project
Potential Abandonment & Sale Parcel – Parcel C

Subject; Parcel C - ROW	Size - SF		100% Fee MV of ATF		
Land - Parcel C - ROW	112,203 SF	@	$2.75 psf	=	$308,558.25
Pro Rata Share of Improvements				=	$37,034.65
Total - Parcel C:				**Rounded:**	**$345,593**

We are not qualified to detect the existence of hazardous materials, which may or may not be present on the subject property. Hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is not such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for

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Ryan Dagley, MAI, President

November 7, 2025

City of Baytown
Public Works & Engineering Department
2123 Market Street
Baytown, Texas 77520

Attn: Ms. Kimberly Patterson, Right of Way Coordinator

Re: An Appraisal Report of improved portions of the Allen St, Douglas St, Coburn St, Wooster Street (North and South), Barnes St, Abbott St, North St (West and East), John A St, Ashby St, and Church St roadways rights of way, in consideration for potential abandonment and sale in connection with the City of Baytown Exxon Abandonment Project. Potential Abandonment and Sale Parcel – Parcel D (Various ROW's as listed above; at 17.6878 acres or 770,482 square feet), is located along the Wooster St ROW and various others, north of Bayway Drive, Baytown, Harris County, Texas 77520.

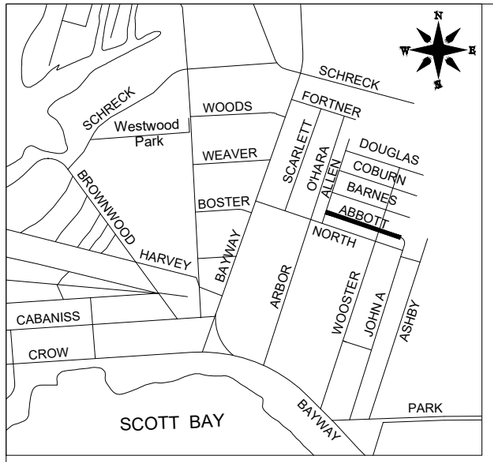
Dear Ms. Patterson:

A real estate Appraisal Report of the above referenced property has been conducted. The "as is" market value estimated for the fee simple estate of the subject as November 5, 2025 is estimated as follows:

City of Baytown Public Works - Exxon Abandonment Project
Potential Abandonment & Sale Parcel – Parcel D

Subject; Parcel D - ROW's	Size - SF		100% Fee MV of ATF		
Land - Parcel D - ROW's	770,482 SF	@	$3.00 psf	=	$2,311,446.00
Pro Rata Share of Improvements				=	$255,875.76
Total - Parcel D:				**Rounded:**	**$2,567,322**

We are not qualified to detect the existence of hazardous materials, which may or may not be present on the subject property. Hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is not such material on or in the



VICINITY MAP

N.T.S.

AN EXHIBIT OF ABBOTT STREET (F.K.A. AVENUE A) VOL. 22, PG. 1 H.C.M.R. 0.5523 ACRES (24,058 SQ. FT.) J. STRANGE SURVEY, A-71 HARRIS COUNTY, TEXAS

GRAPHIC SCALE

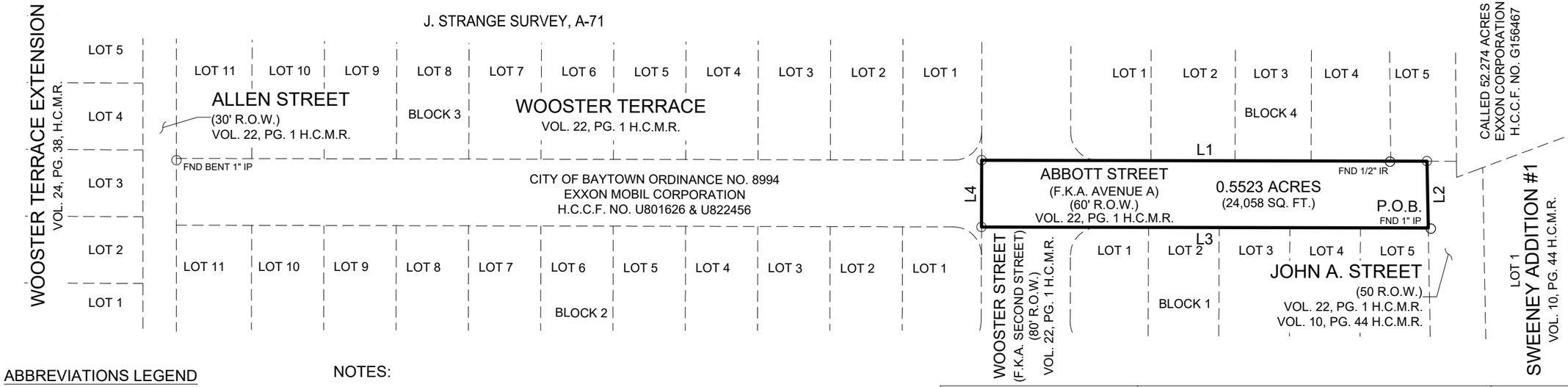
0 50 100

1 inch = 100 ft.

ADJOINER OWENERSHIP RECORDING

BLOCK 1	
LOT 1	EXXON CORPORATION H.C.C.F. NO. R853397
LOT 2	EXXON CORPORATION H.C.C.F. NO. R328079
LOTS 3-4	EXXON CORPORATION H.C.C.F. NO. T507290
LOT 5	EXXON CORPORATION H.C.C.F. NO. T507290

BLOCK 4	
LOT 1	EXXON CORPORATION H.C.C.F. NO. R651639
LOT 2	EXXON CORPORATION H.C.C.F. NO. T603328
LOT 3	EXXON MOBIL CORPORATION H.C.C.F. NO. V955469



Line Table		
No.	Bearing	Length
L1	S70°40'44"E	400.38'
L2	S18°10'07"W	60.01'
L3	N70°40'44"W	401.57'
L4	N19°18'14"E	60.00'

ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

TETRA
LAND SERVICES
Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: ABBOTT STREET (F.K.A. AVENUE A)

SCALE: 1"=100' | DATE: 06/18/25 | DRAWN: IAW

JOB NO. 23-0051

LOTS: 1-5
LOTS: 1-11
LOTS: 1-11
LOTS: 1-5

BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4

SUBDIVISION: WOOSTER TERRACE

RECORDING: VOL: 22 PG: 1 H.C.M.R.

SURVEY & ABSTRACT: J. STRANGE SURVEY, A-71

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
0.5523 ACRES (24,058 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.5523 acre (24,058 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being a portion of Abbott Street (F.K.A. Avenue A), as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 0.5523 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGININNG a 1-inch iron pipe marking the intersection of the northwesterly right-of-way line of John A. Street (50 feet wide), as recorded in Volume 22, Page 1 and Volume 10, Page 44 of the Map records of Harris County, Texas and the southwesterly right-of-way line of said Abbott Street, same being the south corner of the herein described tract;

THENCE North 70°40'44" West, with the southwesterly right-of-way line of said Abbott Street and the southwesterly line of Blocks 3 of said Wooster Terrace, a distance of 401.57 feet to a point in the southeasterly line of a tract of land conveyed to Exxon Mobil Corporation in City of Baytown Ordinance Number 8994, as recorded under Harris County Clerk's File Numbers U801626 and U822456 and being the west corner of the herein described tract;

THENCE North 19°18'14" East, with the southeasterly line of said Exxon Mobil Corporation tract and the northwesterly right-of-way line of said Abbott Street, a distance of 60.00 feet to the north corner of the herein described tract;

THENCE South 70°40'44" East, with the northeasterly right-of-way line of said Abbott Street and the southwesterly line of Blocks 4 of said Wooster Terrace, a distance of 400.38 feet to a point in the northwesterly right-of-way line of said John A. Street for the east corner of the herein described tract;

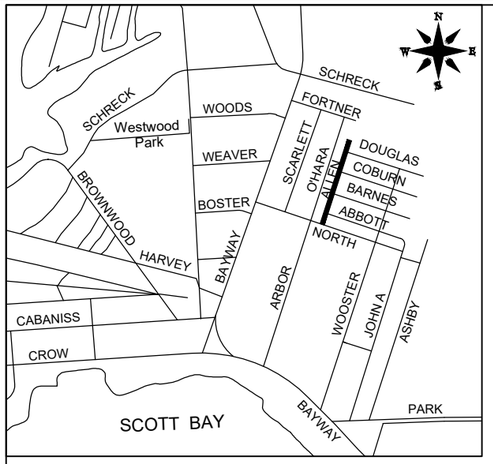
THENCE South 18°10'07" West, with the northwesterly right-of-way line of said John A. Street, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.5523 acres (24,058 square feet) of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



TETRA
LAND SERVICES
5304 ASHBROOK DR.
HOUSTON, TEXAS 77081
713.462.6100
www.TLSTX.com SURVEY@TLSTX.com
Texas Board of Professional Land Surveying
Registration License No. 10127500



VICINITY MAP

N.T.S.

AN EXHIBIT OF ALLEN STREET VOL. 22, PG. 1 H.C.M.R. 0.8454 ACRE (38,824 SQ. FT.) J. STRANGE SURVEY, A-71 HARRIS COUNTY, TEXAS

GRAPHIC SCALE

0 50 100

1 inch = 100 ft.

ADJOINER OWENERSHIP RECORDING

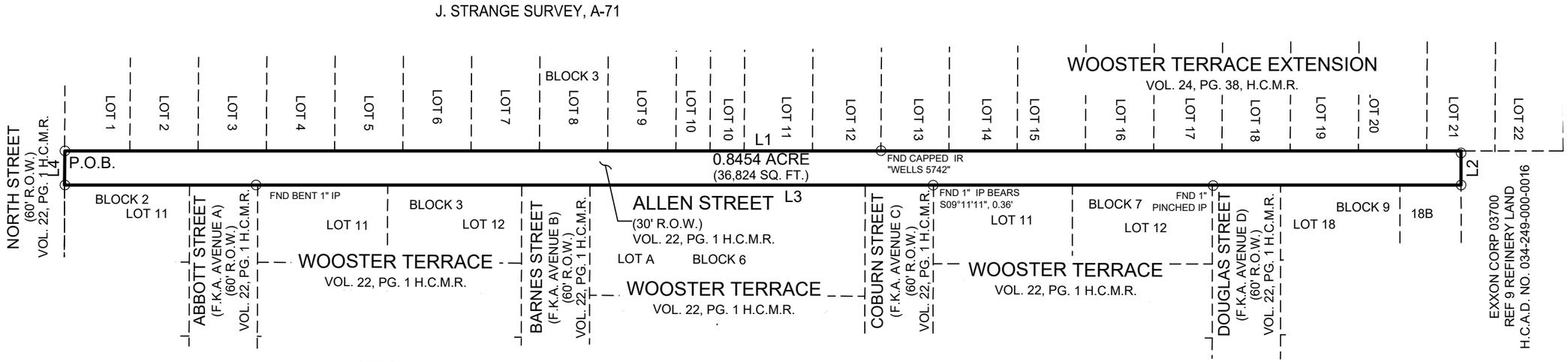
BLOCK 2	
LOT 11	EXXON CORPORATION H.C.C.F. NO. T087582

BLOCK 3	
LOT 11	EXXON CORPORATION H.C.C.F. NO. S621319
LOT 12	EXXON CORPORATION H.C.C.F. NO. S771081

BLOCK 6	
LOT A	EXXON MOBIL CORPORATION H.C.C.F. NO. U403588

BLOCK 7	
LOT 11 & 12	EXXON CORPORATION H.C.C.F. NO. T002438

BLOCK 9	
LOT 18 & 18B	EXXON MOBIL CORPORATION H.C.C.F. NO. 20080056060



Line Table		
No.	Bearing	Length
L1	N19°09'32"E	1,227.33'
L2	S70°57'07"E	30.00'
L3	S19°09'32"W	1,227.60'
L4	N70°26'49"W	30.00'

ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.
2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)
3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
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THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
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Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: ALLEN STREET

SCALE: 1"=100'

DATE: 11/20/2024

DRAWN: IAW

JOB NO. 23-0051

LOTS: 11	BLOCK 2
LOTS: 11,12	BLOCK 3
LOTS: A	BLOCK 6
LOTS: 11,12	BLOCK 7
LOTS: 18,18B	BLOCK 9

SUBDIVISION: WOOSTER TERRACE

RECORDING: VOL: 22 PG: 1 H.C.M.R.

SURVEY & ABSTRACT: J. STRANGE SURVEY, A-71

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
0.8454 ACRE (38,824 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.8454 acre (38,824 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being all of Allen Street, as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 0.8454 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point for the intersection of the northeast right-of-way line of North Street (60 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, and the northwest right-of-way line of said Allen Street, being the south corner of Block 3 of Wooster Terrace Extension as recorded at Volume 24, Page 38 of the Map records of Harris County, Texas, and the west corner of the herein described tract;

THENCE North 19°09'32" East, with the southeast line of said Wooster Terrace Extension, a distance of 1,227.33 feet to a point for the west corner of Exxon Corp 03700 tract as shown by Harris County Appraisal District Account Number 034-249-000-0016, and the north corner of the herein described tract;

THENCE South 70°57'07" East, with the southwest line of said Exxon Corp 03700 tract, a distance of 30.00 feet to a point for the east corner of Block 9 of Wooster Terrace as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, and the east corner of the herein described tract;

THENCE South 19°09'32" West, with the northwest line of Block 9, Block 7, Block 6, Block 3 and Block 11 of said Wooster Terrace, a distance of 1,227.60 feet to a point in the northeast right-of-line of said North Street and the south corner of the herein described tract;

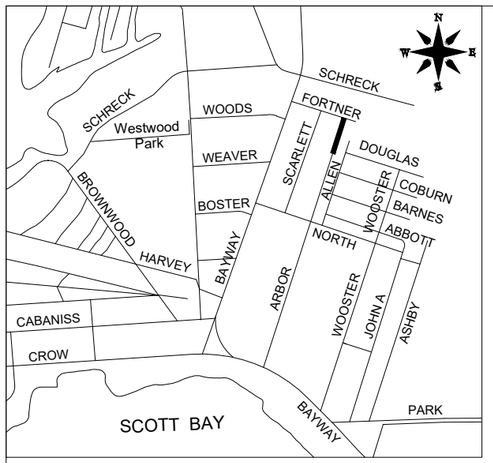
THENCE North 70°26'49" West, with the northeast right-of-line of said North Street, a distance of 30.00 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.8454 Acres, or (38,824) Square Feet of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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Texas Board of Professional Land Surveying
Registration License No. 10127500



VICINITY MAP

N.T.S.

Line Table		
No.	Bearing	Length
L1	N19°28'03"E	121.05'
L2	N22°54'33"E	75.32'
L3	S70°56'29"E	60.14'
L4	S22°54'33"W	79.40'
L5	S19°28'03"W	121.14'
L6	N70°26'41"W	60.00'

ADJOINER OWENERSHIP RECORDING

BLOCK 3	
LOT 17	EXXON MOBIL CORPORATION H.C.C.F. NO. X172411
LOT 18	NOLBERTO SALINAS & SANJUANA SALINAS H.C.C.F. NO. U577639
LOT 19	EXXON MOBIL CORPORATION H.C.C.F. NO. 20070654633
LOT 20	EXXON MOBIL CORPORATION H.C.C.F. NO. 20070076501
LOT 21 & 22	EXXON MOBIL CORPORATION H.C.C.F. NO. X799477
LOT 23	EXXON MOBIL CORPORATION H.C.C.F. NO. 20110451991
LOT 24	EXXON MOBIL CORPORATION H.C.C.F. NO. X300473

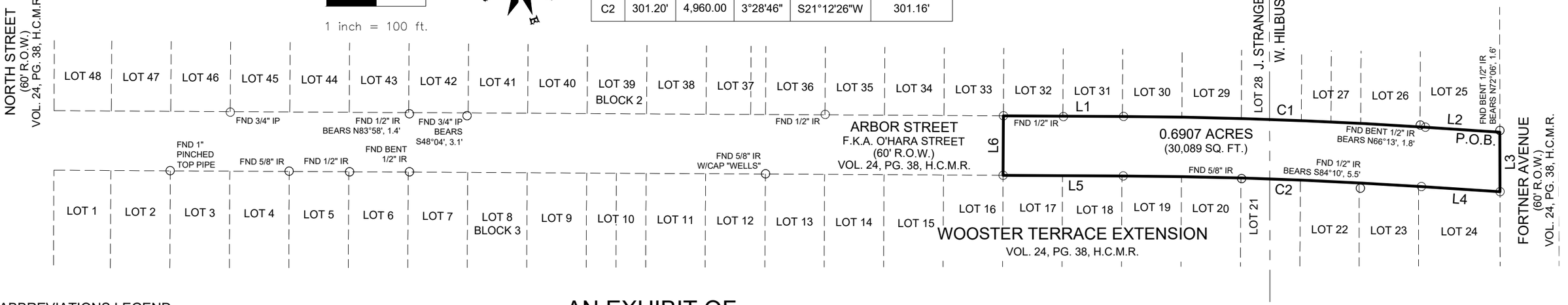
BLOCK 2	
LOT 25	EXXON MOBIL CORPORATION H.C.C.F. NO. Y234574
LOT 26 & NORTH 1/2 OF LOT 27	EXXON MOBIL CORPORATION H.C.C.F. NO. W573449
LOT 28 & SOUTH 1/2 LOT 27	EXXON MOBIL CORPORATION H.C.C.F. NO. X112660
LOT 29 & 30	EXXON MOBIL CORPORATION H.C.C.F. NO. Z138370
LOT 31	MICHAEL L. RIDDLE H.C.C.F. NO. 20090004015
LOT 32	EXXON MOBIL CORPORATION H.C.C.F. NO. 20090004015

GRAPHIC SCALE

0 50 100

1 inch = 100 ft.

Curve Table					
NO.	Length	Radius	Delta	Chord	Chord Length
C1	304.85'	5,020.00	3°28'46"	N21°12'26"E	304.80'
C2	301.20'	4,960.00	3°28'46"	S21°12'26"W	301.16'



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

AN EXHIBIT OF ARBOR STREET F.K.A. O'HARA STREET VOL. 24, PG. 38 H.C.M.R. 0.6907 ACRES (30,089 SQ. FT.) J. STRANGE SURVEY, A-71 W. HILBUS SURVEY, A-336 HARRIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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LAND SERVICES
Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: ARBOR STREET

SCALE:	DATE:	DRAWN:
1"=100'	6/18/2025	MES

JOB NO. 23-0051

LOTS: 25-32 LOTS: 17-24	BLOCK 2 BLOCK 3

SUBDIVISION: WOOSTER TERRACE EXTENSION

RECORDING: VOL: 24 PG: 38 H.C.M.R.

SURVEY & ABSTRACT: J. STRANGE SURVEY, A-71; W. JILBUS SURVEY, A-336

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
0.6907 ACRE (30,089 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71
W. HILBUS SURVEY, ABSTRACT NUMBER 336

Being a tract or parcel containing 0.6907 acres (30,089 square feet) of land situated in the J. Strange Survey, Abstract Number 71 and the W. Hillbus Survey, Abstract Number 336, Harris County, Texas, being a portion of Arbor Street, formerly known as O'Hara Street, as recorded in Volume 24, Page 38 of the Map records of Harris County, Texas, said 0.6907 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point for the intersection of the southwest right-of-way line of Fortner Avenue (60 feet wide) and the northwest right-of-way line of said Arbor Street, for the north corner of Block 2 of Wooster Terrace Extension, as recorded in Volume 24, Page 38 of the Map records of Harris County and the west corner of the herein described tract;

THENCE South 70°56'29" East, with the southwest right-of-way line of said Fortner Avenue, a distance of 60.14 feet to a point for the north corner of Block 3 of said Wooster Terrace Extension and the east corner of the herein described tract;

THENCE with the southeast right-of-way line of said Arbor street and the northwest line of said Block 3 the following three (3) courses;

South 22°54'33" West, a distance of 79.40 feet to a point for the beginning of a curve to the left;

Southerly a distance of 301.20 feet with said curve to the left, having a radius of 4,960.00 feet, a central angle of 3°28'46", and a chord which bears South 21°12'26" West, 301.16 feet to a point for the end of said curve;

South 19°28'03" West, a distance of 121.14 feet to the north corner of Lot 16 and the west corner of Lot 17 of said Block 3, same being the south corner of the herein described tract;

THENCE North 70°26'41" West, over and across said Arbor Street, a distance of 60.00 feet to the south corner of Lot 32 and the east corner of Lot 33, same being the west corner of the herein described tract;

THENCE with the northwest right-of-way line of said Arbor street and the southeast line of said Block 2 the following three (3) courses;

North 19°28'03" East, a distance of 121.05 feet to a point for the beginning of a curve to the right;

Northerly a distance of 304.85 feet with said curve to the right, having a radius of 5,020.00 feet, a central angle of 3°28’46” and a chord which bears North 21°12’26” East, 304.80 feet to a point for the end of said curve;

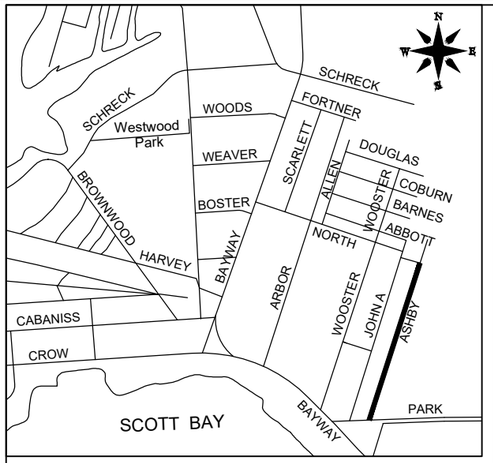
North 22°54'33" East, a distance of 75.32 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.6907 acre, or (30,089 square feet) of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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Texas Board of Professional Land Surveying
Registration License No. 10127500



VICINITY MAP

N.T.S.

GRAPHIC SCALE

0 75 150

1 inch = 150 ft.

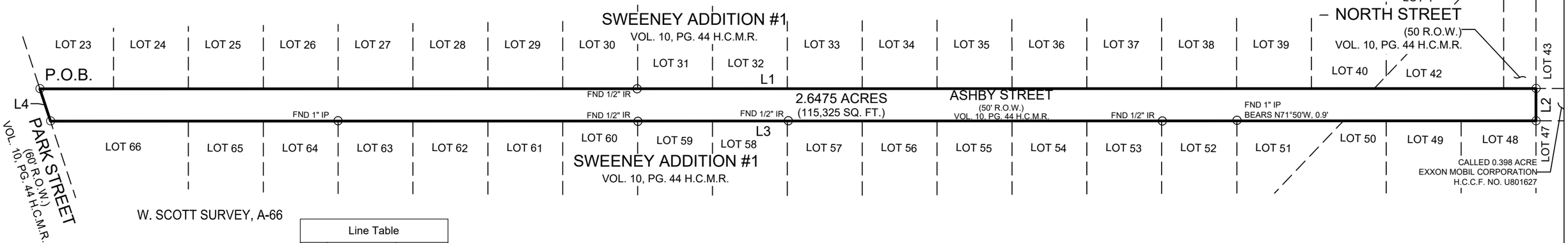
SWEENEY ADDITION #1	
LOT 23	EXXON CORPORATION H.C.C.F. NO. N652382, N730910 & N687908
LOT 24	EXXON CORPORATION H.C.C.F. NO. N678869
LOT 25	EXXON CORPORATION H.C.C.F. NO. N835197 & N753450
LOT 26	EXXON CORPORATION H.C.C.F. NO. Y839118
LOT 27	EXXON MOBIL CORPORATION H.C.C.F. NO. Z054600
LOT 28	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2018-427158 & N661479
LOT 29	EXXON CORPORATION H.C.C.F. NO. S035039 & S136969
LOT 30	EXXON CORPORATION H.C.C.F. NO. S455783
LOT 31	EXXON CORPORATION H.C.C.F. NO. P884575

ADJOINER OWENERSHIP RECORDING

LOT 32	EXXON CORPORATION H.C.C.F. NO. N847015
LOT 33	EXXON CORPORATION H.C.C.F. NO. R819257 & P413932
LOT 34	EXXON CORPORATION H.C.C.F. NO. R096711 & P814289
LOT 35	EXXON CORPORATION H.C.C.F. NO. S136969
LOT 36	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2022-585128
LOT 37	EXXON CORPORATION H.C.C.F. NO. R761709
LOT 38	EXXON CORPORATION H.C.C.F. NO. P193088
LOT 39	EXXON CORPORATION H.C.C.F. NO. N874103
LOT 40	EXXON CORPORATION H.C.C.F. NO. R862029
LOT 42	EXXON CORPORATION H.C.C.F. NO. N661482

LOT 43	EXXON CORPORATION H.C.C.F. NO. R724787
LOT 47	EXXON CORPORATION H.C.C.F. NO. R966883
LOT 48	EXXON CORPORATION H.C.A.D. NO. 0631590020045
LOT 49 & 50	EXXON CORPORATION H.C.C.F. NO. N730908
LOT 51	EXXON CORPORATION H.C.C.F. NO. P283648
LOT 52	EXXON CORPORATION H.C.C.F. NO. P413932
LOT 53	EXXON MOBIL CORPORATION H.C.C.F. NO. Y076562
LOT 54	EXXON CORPORATION H.C.C.F. NO. P440510
LOT 55	EXXON CORPORATION H.C.C.F. NO. S154222
LOT 56	EXXON CORPORATION H.C.C.F. NO. R474950 & N753451

LOT 57	EXXON CORPORATION H.C.C.F. NO. R724788
LOT 58	EXXON CORPORATION H.C.C.F. NO. N700774
LOT 59	EXXON CORPORATION H.C.C.F. NO. N885117
LOT 60	EXXON CORPORATION H.C.C.F. NO. N815930
LOT 61	EXXON CORPORATION H.C.C.F. NO. N714445
LOT 62	EXXON CORPORATION H.C.C.F. NO. N796799
LOT 63	EXXON MOBIL CORPORATION H.C.C.F. NO. W612416
LOT 64	EXXON CORPORATION H.C.C.F. NO. N755600
LOT 65	EXXON MOBIL CORPORATION H.C.C.F. NO. V990233
LOT 66	EXXON CORPORATION H.C.C.F. NO. N828235, N652383, N798950 & N801221



W. SCOTT SURVEY, A-66

Line Table		
No.	Bearing	Length
L1	N18°09'32"E	2,314.69'
L2	S71°50'28"E	50.00'
L3	S18°09'32"W	2,298.32'
L4	N89°58'37"W	52.61'

ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.
2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)
3. The corners of this tract have not been set.

AN EXHIBIT OF ASHBY STREET VOL. 10, PG. 44 H.C.M.R. 2.6475 ACRES (115,325 SQ. FT.) W. SCOTT SURVEY, A-66 HARRIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: ASHBY STREET

SCALE: 1"=150' | DATE: 12/09/2024 | DRAWN: IAW

JOB NO. 23-0051

LOTS: 23-43, 47-66

SUBDIVISION: SWEENEY ADDITION #1

RECORDING: VOL: 10 PG: 44 H.C.M.R.

SURVEY & ABSTRACT: W. SCOTT SURVEY, A-66

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
2.6475 ACRE (115,325 SQUARE FEET)
W. SCOTT SURVEY, ABSTRACT NUMBER 66

Being a tract or parcel containing 2.6475 acres (115,325 square feet) of land situated in the W. Scott Survey, Abstract Number 66, Harris County, Texas, being the residue of Ashby Street (50 feet wide), as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas, said 2.6475 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point for the intersection of the northerly right-of-way line of Park Street (60 feet wide) as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas and the northwest right-of-way line of said Ashby Street, the southeast corner of Lot 23 of Sweeny Addition #1 as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas and the southwest corner of the herein described tract;

THENCE North 18°09'32" East, with the northwest right-of-way line of said Ashby Street and the southeast lines of Lots 23 thru 40 and Lot 42 of said Sweeny Addition #1, and over and across North Street (50 feet wide) as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas, a distance of 2,314.69 feet to a point for the intersection of the northwest right-of-way line of said Ashby Street and the Northeast right-of-way of said North Street, the south corner of Lot 43 of said Sweeny Addition #1 and the west corner of a called 0.398 acre tract described in deed to Exxon Mobil Corporation under Harris County Clerk's File Number U801627 and the north corner of the herein described tract;

THENCE South 71°50'28" East, with the southwest line of said 0.398 acre tract, a distance of 50.00 feet to a point in the southeast line of said Ashby Street for the west corner of Lot 47 of said Sweeny Addition #1 and the North corner of Lot 48 of said Sweeny Addition #1 and the east corner of the herein described tract;

THENCE South 18°09'32" West, with the southeast right-of-way line of said Ashby Street and the northwest lines of Lots 48 thru 66 of said Sweeny Addition #1, a distance of 2,298.32 feet to a point for the intersection of the northerly right-of-way line of said Park Street (60 feet wide) and the southeast right-of-way line of said Ashby Street, the southwest corner of said Lot 66 and the southeast corner of the herein described tract;

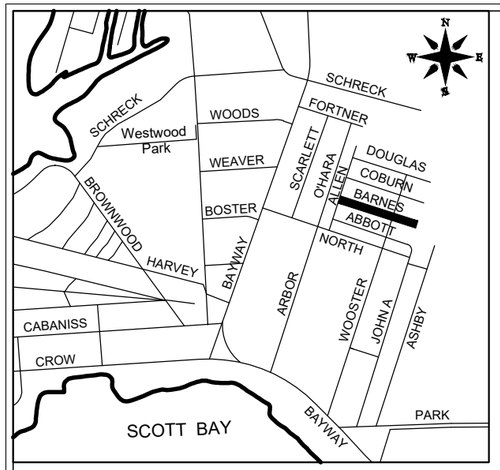
THENCE North 89°58'37" West, with the northerly right-of-way line of said Park Street, a distance of 52.61 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 2.6475 Acres, or (115,325) Square Feet of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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HOUSTON, TEXAS 77081
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Texas Board of Professional Land Surveying
Registration License No. 10127500



VICINITY MAP

N.T.S.

Line Table		
No.	Bearing	Length
L1	N19°19'12"E	60.00'
L2	S70°40'44"E	423.40'
L3	S18°37'49"W	60.00'
L4	N70°40'44"W	424.12'

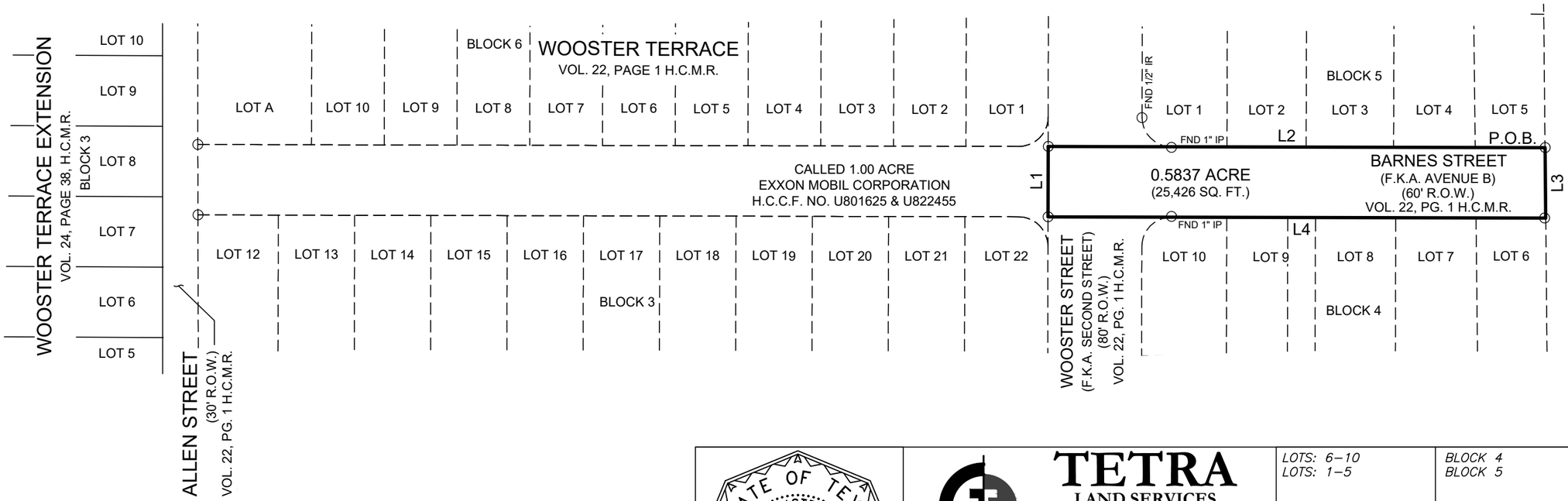
BLOCK 4	
LOTS 4-8 AND THE EAST 20' OF LOT 9	EXXON CORPORATION H.C.C.F. NO.RP-2024-360924
LOT 10 AND THE WEST 52' OF LOT 9	EXXON CORPORATION H.C.C.F. NO. R227762

BLOCK 5	
LOTS 1-3	EXXON CORPORATION H.C.C.F. NOS. P345116 & P482817
LOT 4	EXXON CORPORATION H.C.C.F. NO. P440499
LOT 5	EXXON CORPORATION H.C.C.F. NO. P437825

GRAPHIC SCALE

0 50 100

1 inch = 100 ft.



AN EXHIBIT OF
BARNES STREET (F.K.A. AVENUE B)
VOL. 22, PG. 1 H.C.M.R.
0.5837 ACRE (25,426 SQ. FT.)
J. STRANGE SURVEY, A-71
HARRIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: BARNES STREET

SCALE:	DATE:	DRAWN:
1"=100'	01/28/2025	MES

G.F. NUMBER: –

EFFECTIVE: –

JOB NO. 23-0051

LOTS: 6-10 LOTS: 1-5	BLOCK 4 BLOCK 5	
SUBDIVISION		
WOOSTER TERRACE		
RECORDING		
VOL: 22	PG: 1	H.C.M.R.
SURVEY & ABSTRACT		
J. STRANGE SURVEY, A-71		
CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

THE CERTIFICATION SHOWN HEREON IS REVOKED AND THIS SURVEY IS NULL AND VOID IF THIS DOCUMENT IS ALTERED IN ANY MANNER, USED OR RELIED UPON BY ANY PERSON OTHER THAN THOSE ADDRESSED HEREON.

STATE OF TEXAS
COUNTY OF HARRIS
0.5837 ACRE (25,426 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.5837 acre (25,426 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being all of Barnes Street (F.K.A. Avenue B), as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 1.5816 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGININNG at a point in the northwesterly line of a called 52.274 acre tract, as described in deed to Exxon Corporation under Harris County Clerk's File Number G156467, same being the south corner of Block 5 of said Wooster Terrace and the east corner of the herein described tract;

THENCE South 18°37'49" West, with the northwesterly line of said called 52.274 acre tract, a distance of 60.00 feet to the east corner of Block 4 of said Wooster Terrace and the south corner of the herein described tract;

THENCE North 70°40'44" West, with the southwesterly right-of-way line of said Barnes Street and the northeasterly line of said Block 4, a distance of 424.12 feet to a point in the southeasterly line of a called 1.00 acre tract, as described in deed to Exxon Mobil Corporation under Harris County Clerk's File Numbers U801625 and U822455 and being the west corner of the herein described tract;

THENCE North 19°19'12" East, with the southeasterly line of said called 1.00 acre tract, a distance of 60.00 feet to the north corner of the herein described tract

THENCE South 70°40'44" East, with the northeasterly right-of-way line of said Barnes Street and the southwesterly line of said Block 5, a distance of 423.40 feet to the **POINT OF BEGINNING** and containing 0.5837 acre (25,426 square feet) of land.

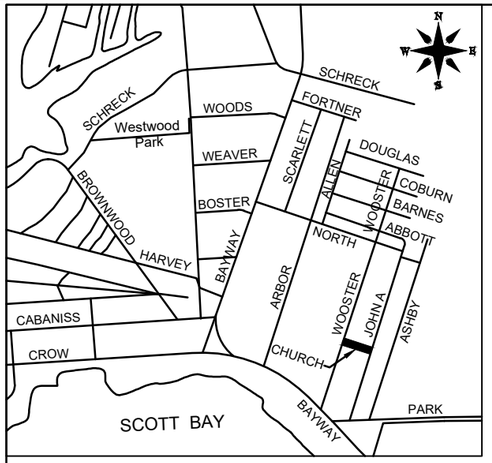
Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374

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www.TSATX.com
Texas Board Of Professional Land Surveying
Registration/License No. 10127500



AN EXHIBIT OF
PART OF LOT 2, BLOCK 3
0.3882 ACRE (16,912 SQ. FT.)
J. STRANGE SURVEY, A-71
HARRIS COUNTY, TEXAS



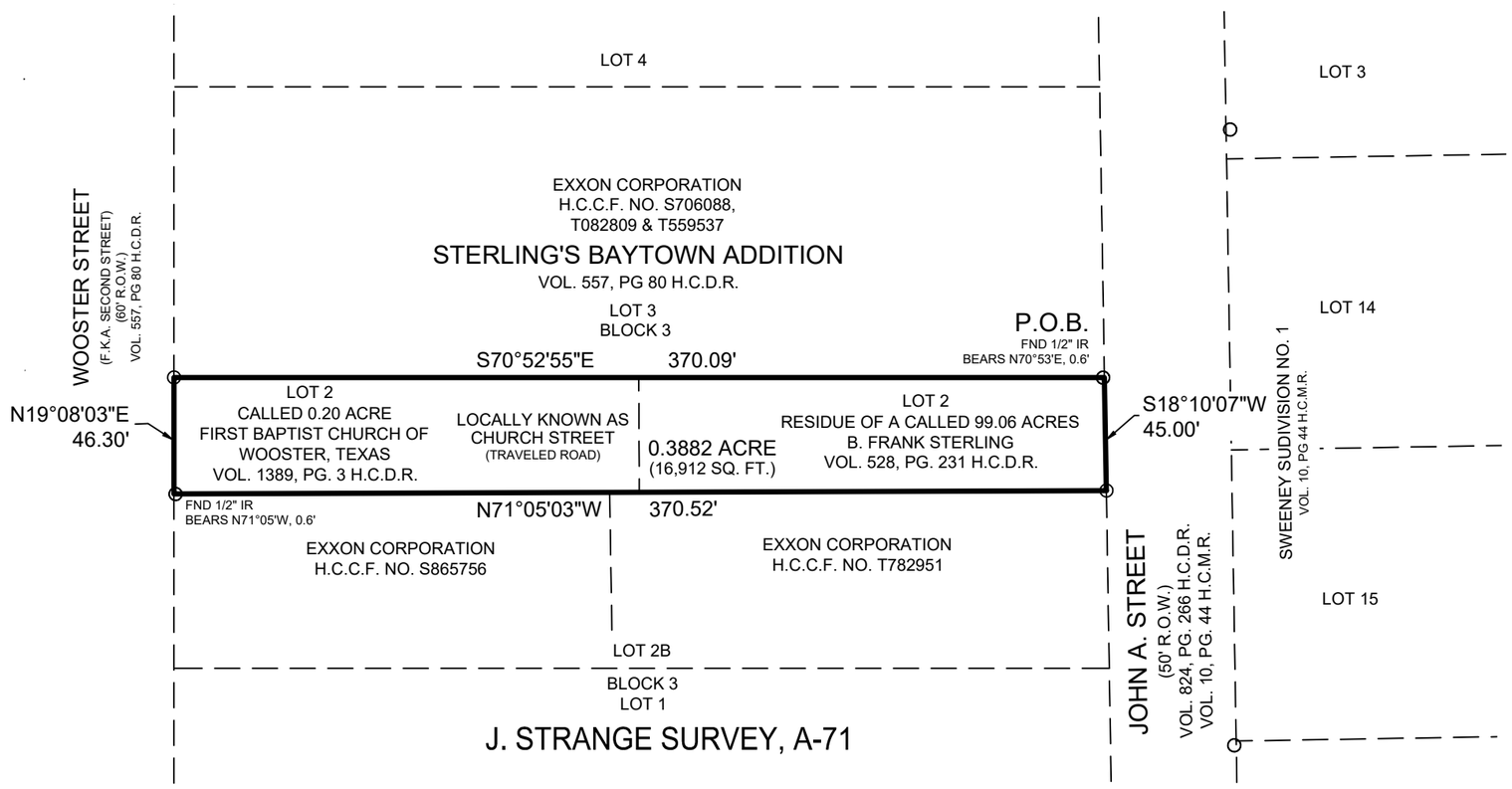
VICINITY MAP

N.T.S.

GRAPHIC SCALE

0 30 60

1 inch = 60 ft.



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

TETRA
LAND SERVICES
Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: CHURCH STREET

SCALE: 1"=60'

DATE: 12/20/2024

DRAWN: IAW

JOB NO. 23-0051

LOT: 2	BLOCK 3
SUBDIVISION: STERLING'S BAYTOWN ADDITION	
RECORDING: VOL: 557 PG: 80 H.C.M.R.	
SURVEY & ABSTRACT: J. STRANGE SURVEY, A-71	

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
0.3882 ACRE (16,912 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.3882 acre (16,912 square feet) of land situated in the J. Strange Survey, Abstract Number 7, Harris County, Texas, being all of a called 0.20 acre tract, as described in deed to First Baptist Church of Wooster, Texas in Volume 1389, Page 3 of the Deed Records of Harris County, Texas and all of the residue of a called 99.06 acre tract, as described in deed to B. Frank Sterling in Volume 528, Page 231 of the Deed Records of Harris County, Texas, locally known as Church Street (width varies), said 0.3882 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point marking the intersection of the northwest right-of-way line of John A. Street (50 feet wide) as recorded in Volume 10, Page 4 of the Map records of Harris County, Texas and the northeast right-of-way line of said Church street, for the south corner of Lot 3, Block 3 of Sterling's Baytown Addition, as recorded in Volume 557, Page 80 of the Harris County Deed Records, the east corner of Lot 2 of said Block 3 and the east corner of the herein described tract, from which a 1/2-inch iron rod bears North 81°25' East, 0.6 feet;

THENCE South 18°10'07" West, with the northwest right-of-way line of said John A. Street and the southeast line of said Lot 2, a distance of 45.00 feet to a point for the east corner of the herein described tract;

THENCE North 71°05'03" West, with the southwest right-of-way line of said Church Street and over and across said Lot 2, a distance of 370.52 feet to a point for the intersection of the southwest right-of-way line of said Church Steet and the southeast right-of-way line of Wooster Street, formally known as Second street (60 feet wide), as recorded in Volume 557, Page 80 of the Harris County Deed Records and the west corner of the herein described tract, from which a 1/2-inch iron rod bears North 71°05' East, 0.6 feet;

THENCE North 19°08'03" East, with the southeast right-of-way line of said Wooster Street, a distance of 46.30 feet to a point for the intersection of the northeast right-of-way line of said Church Steet and the southeast right-of-way line of said Wooster Street, the west corner of said Lot 3, the north corner of said Lot 1 and the north corner of the herein described tract;

THENCE South 70°52'55" East, with the northeast line of said Lot 2 and the southwest line of said Lot 3, a distance of 370.09 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.3882 acre, or (16,912 square feet) of land.

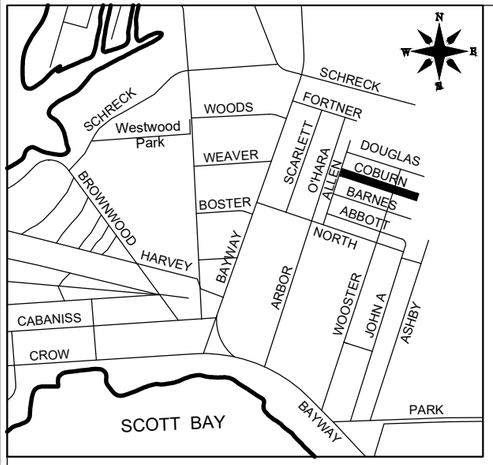
Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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Texas Board of Professional Land Surveying
Registration License No. 10127500

EXHIBIT OF
COBURN STREET (F.K.A. AVENUE C)
VOL. 22, PG. 1 H.C.M.R.
1.1092 ACRES (48,315 SQ. FT.)
J. STRANGE SURVEY, A-71
HARRIS COUNTY, TEXAS



VICINITY MAP

N.T.S.

GRAPHIC SCALE

0 50 100

1 inch = 100 ft.

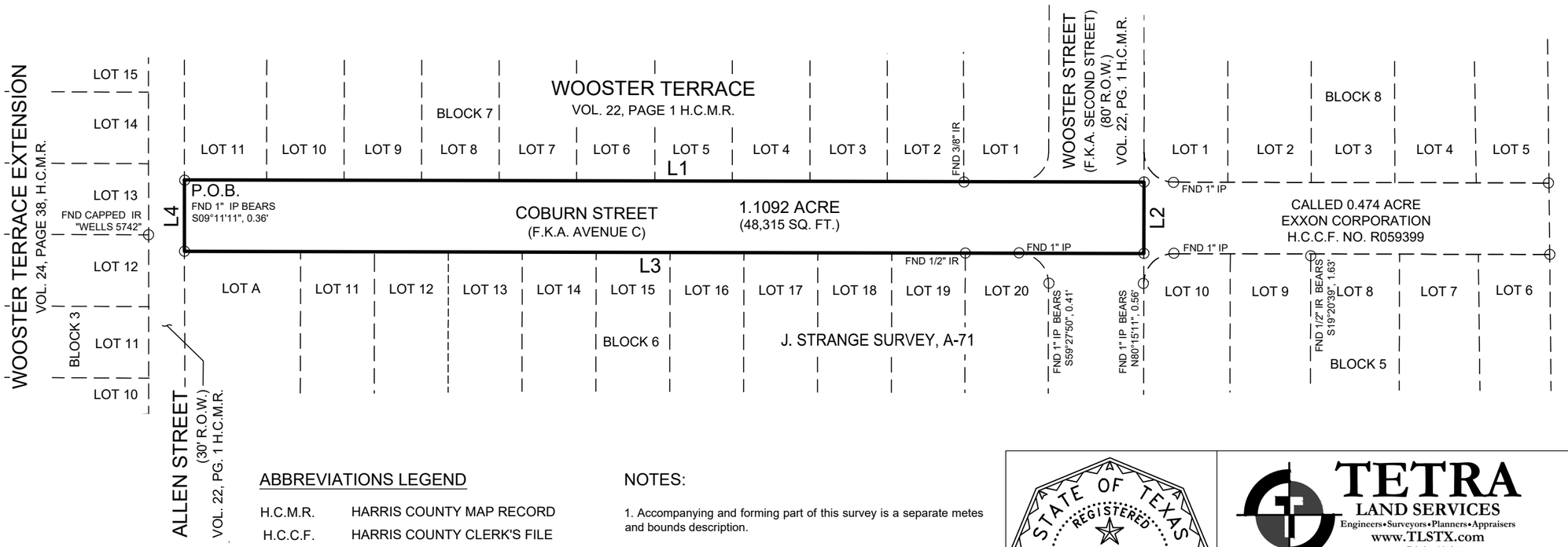
ADJOINER OWNERSHIP RECORDING

BLOCK 5	
LOT 6	EXXON MOBIL CORPORATION H.C.C.F. NO. Y806241
LOT 7	EXXON MOBIL CORPORATION H.C.C.F. NO. Y806241
LOT 8	EXXON MOBIL CORPORATION H.C.C.F. NO. Y987586
LOT 9	EXXON MOBIL CORPORATION H.C.C.F. NO. 20090215832
LOT 10	EXXON MOBIL CORPORATION H.C.C.F. NO. 20090215832

BLOCK 8	
LOT 1	EXXON CORPORATION H.C.C.F. NO. P660348
LOT 2	EXXON CORPORATION H.C.C.F. NO. P451325
LOT 3	EXXON CORPORATION H.C.C.F. NO. P440500
LOT 4	EXXON CORPORATION H.C.C.F. NO. P254639
LOT 5	EXXON CORPORATION H.C.C.F. NO. P454247

BLOCK 6	
LOT A	EXXON MOBIL CORPORATION H.C.C.F. NO. U403588
LOT 11	EXXON CORPORATION H.C.C.F. NO. S652027
LOT 12 AND 13	EXXON CORPORATION H.C.C.F. NO. S760610
LOT 14	EXXON CORPORATION H.C.C.F. NO. T002437
LOT 15	EXXON CORPORATION H.C.C.F. NO. S583495
LOT 16	EXXON MOBIL CORPORATION H.C.C.F. NO. W365624
LOT 17	EXXON CORPORATION H.C.C.F. NO. S895078
LOT 18	EXXON CORPORATION H.C.C.F. NO. T588979
LOT 19	EXXON CORPORATION H.C.C.F. NO. S669962
LOT 20	EXXON CORPORATION H.C.C.F. NO. S746767

BLOCK 7	
LOT 1	EXXON MOBIL CORPORATION H.C.C.F. NO. 20110382267
LOT 2	EXXON CORPORATION H.C.C.F. NO. T353846
LOT 3	EXXON CORPORATION H.C.C.F. NO. T921516
LOT 4	EXXON MOBIL CORPORATION H.C.C.F. NO. V606997
LOT 5	EXXON CORPORATION H.C.C.F. NO. S691564
LOT 6	EXXON CORPORATION H.C.C.F. NO. S650198
LOT 7	EXXON CORPORATION H.C.C.F. NO. U055749
LOT 8	EXXON CORPORATION H.C.C.F. NO. T653543
LOT 9	EXXON CORPORATION H.C.C.F. NO. S721171
LOT 10	EXXON CORPORATION H.C.C.F. NO. T002441
LOT 11	EXXON CORPORATION H.C.C.F. NO. T002438



Line Table		
No.	Bearing	Length
L1	S70°40'44"E	805.33'
L2	S19°19'21"W	60.00'
L3	N70°40'44"W	805.16'
L4	N19°09'32"E	60.00'

ABBREVIATIONS LEGEND

H.C.M.R.	HARRIS COUNTY MAP RECORD
H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. Accompanying and forming part of this survey is a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, NAD83, South Central Zone (4204)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: COBURN STREET

SCALE:	DATE:	DRAWN:
1"=100'	1/29/2025	MES

G.F. NUMBER: –

EFFECTIVE: –

JOB NO. 23-0051

LOTS 6–10 LOTS A,11–20 LOTS: 1–11 LOTS: 1–5	BLOCK 5 BLOCK 6 BLOCK 7 BLOCK 8

SUBDIVISION: WOOSTER TERRACE

RECORDING: VOL: 22 PG: 1 H.C.M.R.

SURVEY & ABSTRACT: J. STRANGE SURVEY, A–71

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
1.1092 ACRES (48,315 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 1.1092 acres (48,315 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being all of Coburn Street (F.K.A. Avenue C), as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 1.1092 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGININNG at the intersection of the southeasterly right-of-way line of Allen Street (30 feet wide), as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas and the northeasterly right-of-way line of said Coburn Street (60 feet wide), being the west corner of Block 7 of Wooster Terrace, a subdivision of record in Volume 22, Page 1 of the Map Records of Harris County, Texas and the west corner of the herein described tract;

THENCE South 70°40'44" East, with the northeasterly right-of-way line of said Coburn Street and the southwesterly line of said Block 7, a distance of 805.33 feet to a point in the northwesterly line of called 0.474 acre tract, as described in deed to Exxon Corporation under Harris County Clerk's File Number R059399, and the east corner of the herein described tract;

THENCE South 19°19'21" West, with the northwesterly line of called 0.474 acre tract a distance of 60.00 feet to the south corner of the herein described tract;

THENCE North 70°40'44" West, with the southwesterly right-of-way line of said Coburn Street and the northeasterly line of said Block 6, a distance of 805.16 feet to the intersection of the southwesterly right-of-way line of said Coburn Street and the southeasterly line of said Allen Street, same being the north corner of said Block 6 and the west corner of the herein described tract;

THENCE North 19°09'32" East, with the southeasterly right-of-way line of said Allen Street, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 1.1092 acres (48,315 square feet) of land.

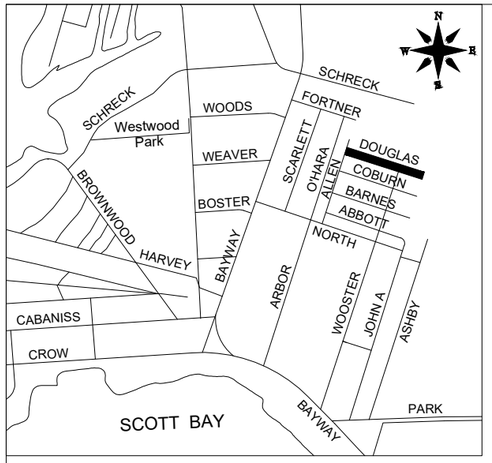
Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374

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Texas Board Of Professional Land Surveying
Registration/License No. 10127500



EXHIBIT OF
DOUGLAS STREET (F.K.A. AVENUE D)
VOL. 22, PG. 1 H.C.M.R.
1.5739 ACRES (68,559 SQ. FT.)
J. STRANGE SURVEY, A-71
HARRIS COUNTY, TEXAS



VICINITY MAP

GRAPHIC SCALE

0 50 100

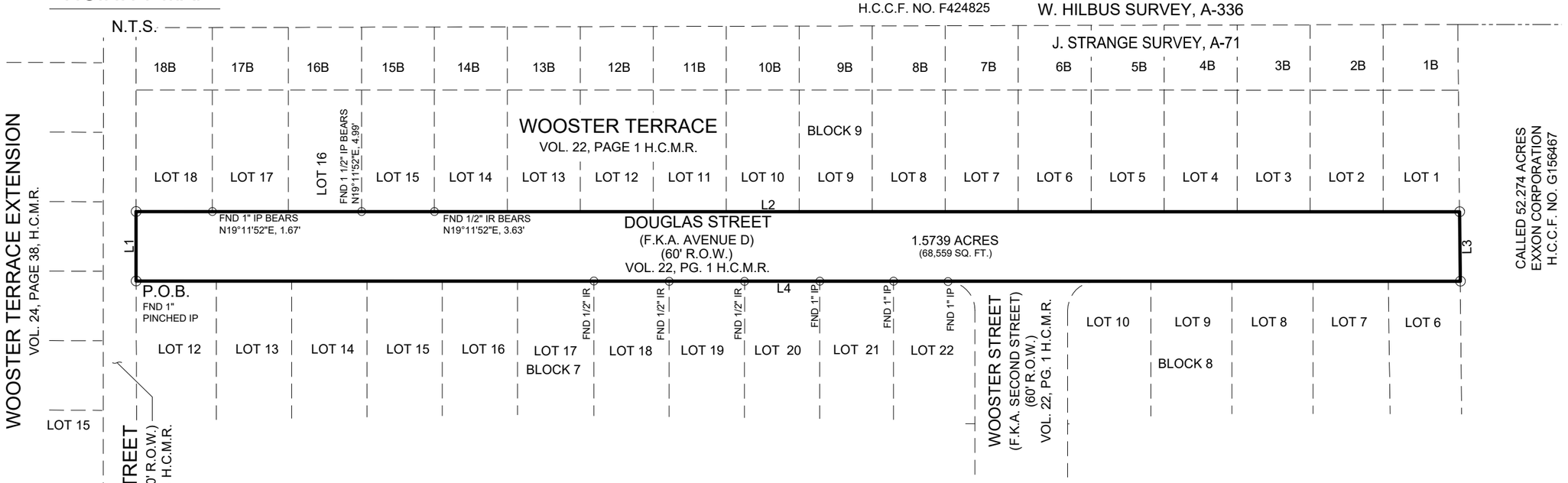
1 inch = 100 ft.

ADJOINER OWNERSHIP RECORDING

BLOCK 7	
LOT 12	EXXON CORPORATION H.C.C.F. NO. T002438
LOT 13	EXXON CORPORATION H.C.C.F. NO. U065083
LOT 14	EXXON MOBIL CORPORATION H.C.C.F. NO. 20070682747
LOT 15	EXXON CORPORATION H.C.C.F. NO. T295284
LOT 16	EXXON CORPORATION H.C.C.F. NO. S961301
LOT 17	EXXON CORPORATION H.C.C.F. NO. T092230
LOT 18	EXXON CORPORATION H.C.C.F. NO. S428162
LOT 19	EXXON CORPORATION H.C.C.F. NO. T273856
LOT 20	EXXON CORPORATION H.C.C.F. NO. T273855
LOT 21	EXXON CORPORATION H.C.C.F. NO. T746770
LOT 22	EXXON CORPORATION H.C.C.F. NO. T772229

BLOCK 8	
LOT 6	EXXON MOBIL CORPORATION H.C.C.F. NO. Y806241
LOT 7	EXXON MOBIL CORPORATION H.C.C.F. NO. Y806241
LOT 8	EXXON MOBIL CORPORATION H.C.C.F. NO. Y987586
LOT 9	EXXON MOBIL CORPORATION H.C.C.F. NO. 20090215832
LOT 10	EXXON MOBIL CORPORATION H.C.C.F. NO. 20090215832

BLOCK 9	
LOT 1	EXXON MOBIL CORPORATION H.C.C.F. NO. 20080136818
LOT 2	EXXON MOBIL CORPORATION H.C.C.F. NO. U820792
LOT 3	EXXON MOBIL CORPORATION H.C.C.F. NO. T519095
LOT 4	EXXON MOBIL CORPORATION H.C.C.F. NO. T519096
LOT 5	EXXON CORPORATION H.C.C.F. NO. R441947
LOT 6	EXXON MOBIL CORPORATION H.C.C.F. NO. Y076555
LOT 7	EXXON CORPORATION H.C.C.F. NO. P477092
LOT 8	EXXON CORPORATION H.C.C.F. NO. S455778
LOT 9	EXXON MOBIL CORPORATION H.C.C.F. NO. 20110215439
LOT 10	EXXON CORPORATION H.C.C.F. NO. P477091
LOT 11	EXXON CORPORATION H.C.C.F. NO. S428163
LOT 12	EXXON CORPORATION H.C.C.F. NO. R268179
LOT 13	EXXON MOBIL CORPORATION H.C.C.F. NO. X825143
LOT 14	EXXON MOBIL CORPORATION H.C.C.F. NO. Z158771
LOT 15	EXXON CORPORATION H.C.C.F. NO. P477094
LOT 16	EXXON CORPORATION H.C.C.F. NO. P909710
LOT 17	EXXON CORPORATION H.C.C.F. NO. P660351
LOT 18	EXXON MOBIL CORPORATION H.C.C.F. NO. 20080056060



Line Table		
No.	Bearing	Length
L1	N19°09'32"E	60.00'
L2	S70°48'10"E	1,142.37'
L3	S18°37'49"W	60.00'
L4	N70°48'10"W	1,142.92'

ABBREVIATIONS LEGEND

H.C.M.R.	HARRIS COUNTY MAP RECORD
H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. Accompanying and forming part of this survey is a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, NAD83, South Central Zone (4204)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: DOUGLAS STREET

SCALE: 1"=100'

DATE: 11/07/2024

DRAWN: MES

G.F. NUMBER: –

EFFECTIVE: –

JOB NO. 23-0051

LOTS: 12–22
LOTS: 6–10
LOTS 1–18

BLOCK 7
BLOCK 8
BLOCK 9

SUBDIVISION: WOOSTER TERRACE

RECORDING: VOL: 22 PG: 1 H.C.M.R.

SURVEY & ABSTRACT: J. STRANGE SURVEY, A-71

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
1.5739 ACRES (68,559 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 1.5739 acres (68,559 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being all of Douglas Street (F.K.A. Avenue D), as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 1.5739 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGININNG at a 1-inch pinched iron pipe found marking the intersection of the southeasterly right-of-way line of Allen Street (30 feet wide), as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas and the southwesterly right-of-way line of said Douglas Street, being the north corner of Block 7 of Wooster Terrace, a subdivision of record in Volume 22, Page 1 of the Map Records of Harris County, Texas and the west corner of the herein described tract;

THENCE North 19°09'32" East, with the southeasterly right-of-way line of said Allen Street (30 feet wide), and the northwesterly right-of-way line of said Douglas Street, a distance of 60.00 feet to the intersection of the southeasterly right-of-way line of said Allen Street and the northeasterly right-of-way line of said Douglas Street, being the west corner of Block 9 of said Wooster Terrace and the north corner of the herein described tract;

THENCE South 70°48'10" East, with the northeasterly right-of-way line of said Douglas Street and the southwesterly line of said Block 9, a distance of 1,142.37 feet to a point in the northwesterly line of a called 52.274 acre tract, as described in deed to Exxon Corporation under Harris County Clerk's File Number G156467, same being the south corner of said Block 9 and the east corner of the herein described tract;

THENCE South 18°37'49" West, with the southeasterly right-of-way line of said Douglas Street and the northwesterly line of said called 52.274 acre tract, a distance of 60.00 feet to the east corner of Block 8 of said Wooster Terrace and being the south corner of the herein described tract;

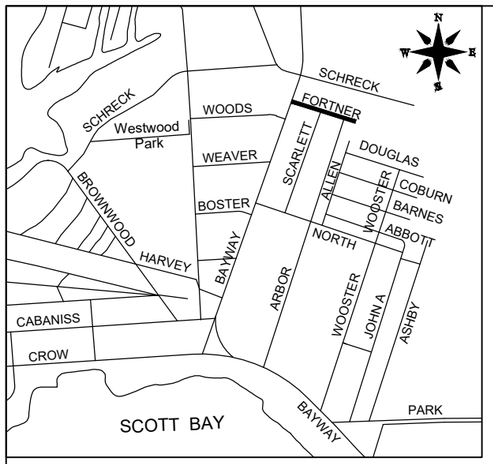
THENCE North 70°48'10" West, with the southwesterly right-of-way line of said Douglas Street and the northeasterly lines of Block 7 and 8, a distance of 1,142.54 feet to the **POINT OF BEGINNING** and containing 1.5739 acres (68,559 square feet) of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374

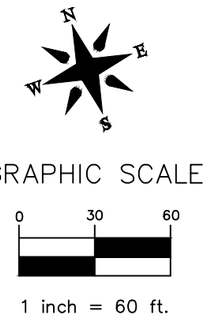


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Texas Board Of Professional Land Surveying
Registration/License No. 10127500



VICINITY MAP

N.T.S.



AN EXHIBIT OF FORTNER AVENUE VOL. 24, PG. 38 H.C.M.R. 1.2486 ACRES (54,387 SQ. FT.) W. HILBUS SURVEY, A-336 HARRIS COUNTY, TEXAS

ADJOINER OWENERSHIP RECORDING

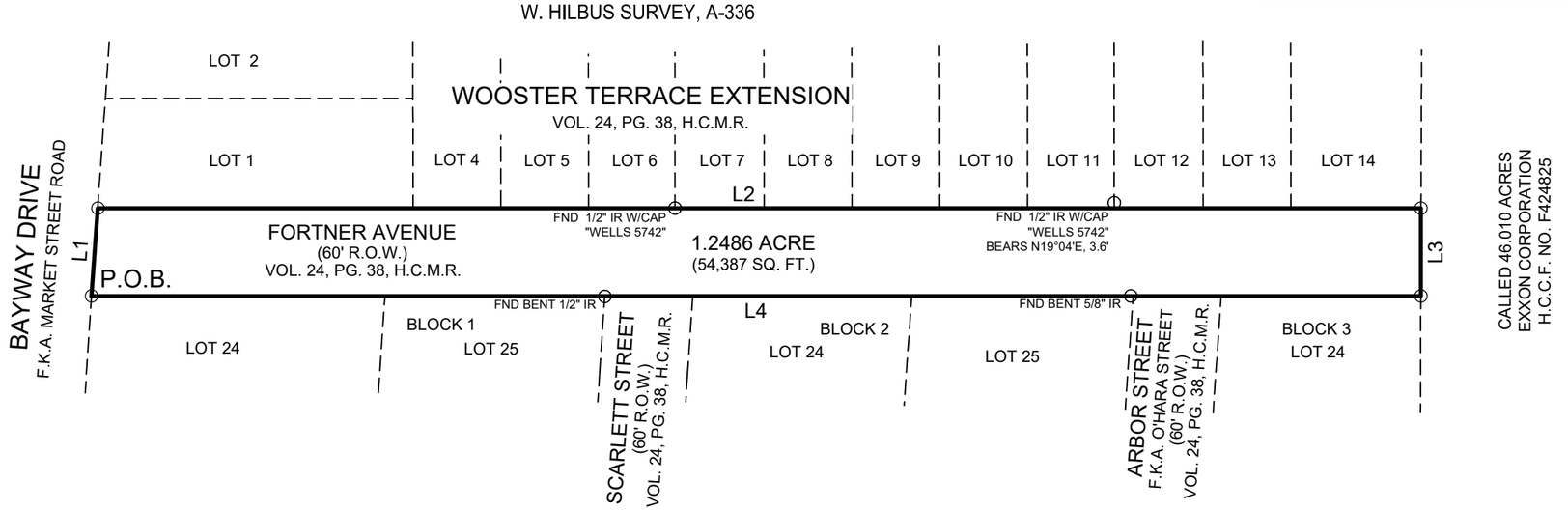
BLOCK 1	
LOT 24	KELEASE PROPERTIES 1, LTD H.C.C.F. NO. 20070423518
LOT 25	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2019-471321

BLOCK 2	
LOT 24	SHIRLEY MORGAN H.C.C.F. NO. R546005
LOT 25	EXXON MOBIL CORPORATION H.C.C.F. NO. Y234574

BLOCK 3	
LOT 24	EXXON MOBIL CORPORATION H.C.C.F. NO. X300473

BLOCK 4	
LOT 1	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-382020
LOT 4	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2017-291282
LOT 5	EXXON MOBIL CORPORATION H.C.C.F. NO. 20110372136
LOT 6	EXXON MOBIL CORPORATION H.C.C.F. NO. 20140037998
LOT 7	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-189936
LOTS 8 & 9	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2019-393101
LOT 10 & 11	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-307152
LOT 12	EXXON MOBIL CORPORATION H.C.C.F. NO. X858754
LOT 13	EXXON MOBIL CORPORATION H.C.C.F. NO. 20070273791
LOT 14	EXXON MOBIL CORPORATION H.C.C.F. NO. W207555

Line Table		
No.	Bearing	Length
L1	N23°03'42"E	60.15'
L2	S70°56'29"E	904.42'
L3	S19°10'52"W	60.00'
L4	N70°56'29"W	908.49'



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

TETRA
LAND SERVICES
Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION		
ADDRESS: FORTNER AVENUE		
SCALE: 1"=100'	DATE: 12/13/2024	DRAWN: IAW
		JOB NO. 23-0051

LOTS: 1-14 LOTS: 24-25 LOTS: 24-25 LOT 24	BLOCK 4 BLOCK 1 BLOCK 2 BLOCK 3
SUBDIVISION: WOOSTER TERRACE EXTENSION	
RECORDING: VOL: 24 PG: 38 H.C.M.R.	
SURVEY & ABSTRACT: W. HILBUS SURVEY, A-336	

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
FORTNER AVENUE
1.2486 ACRE (54,387 SQUARE FEET)
W. HILBUS SURVEY, ABSTRACT NUMBER 336

Being a tract or parcel containing 1.2486 acre (54,387 square feet) of land situated in the W. Hilbus Survey, Abstract Number 336, Harris County, Texas, being all of Fortner Avenue (60 feet wide), as recorded in Volume 24, Page 38 of the Map records of Harris County, Texas, said 1.2486 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at the intersection of the southeasterly right-of-way line of Bayway Drive, formerly known as Market Street Road and the southwesterly right-of-way line of said Fortner Avenue and being the north corner of Block 1 of Wooster Terrace Extension, as recorded in Volume 24, Page 38 of the Map Records of Harris County, Texas and the west corner of the herein described tract;

THENCE North 23°03'42" East, with the southeasterly right-of-way line of said Bayway Drive, a distance of 60.15 feet to a point for the intersection of the southeasterly right-of-way line of said Bayway drive and the northeasterly right-of-wat line of said Fortner Avenue, being the west corner of Block 4 of said Wooster Terrace Extension and the north corner of the herein described tract;

THENCE South 70°56'29" East, with the southwesterly line of said Block 4, a distance of 904.42 feet to a point in the northwesterly line of a called 46.010 acre tract, as described in deed to Exxon Corporation under Harris County Clerk's File Number F424825, being the south corner of said Block 4 and the east corner of the herein described tract;

THENCE South 19°10'52" West, with the northwesterly line of said called 46.010 acre tract, a distance of 60.00 feet to a point for the east corner of Block 3 of said Wooster Terrace Extension and the south corner of the herein described tract;

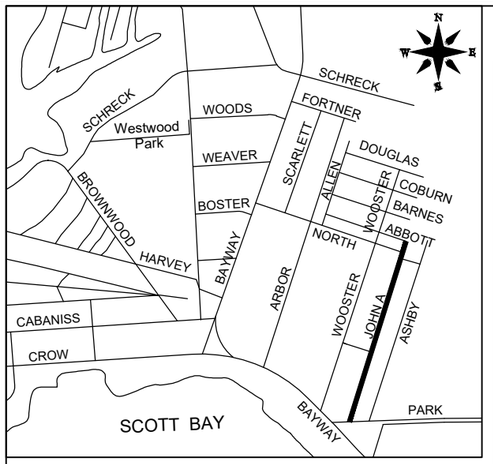
THENCE North 70°56'29" West, with the northeasterly lines of Blocks 3, 2 and 1 of said Wooster Terrace Extension, a distance of 908.49 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 1.2486 Acres, or (54,387 square feet) of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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HOUSTON, TEXAS 77081
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Texas Board of Professional Land Surveying
Registration License No. 10127500



VICINITY MAP

N.T.S.

GRAPHIC SCALE

0 100 200

1 inch = 200 ft.

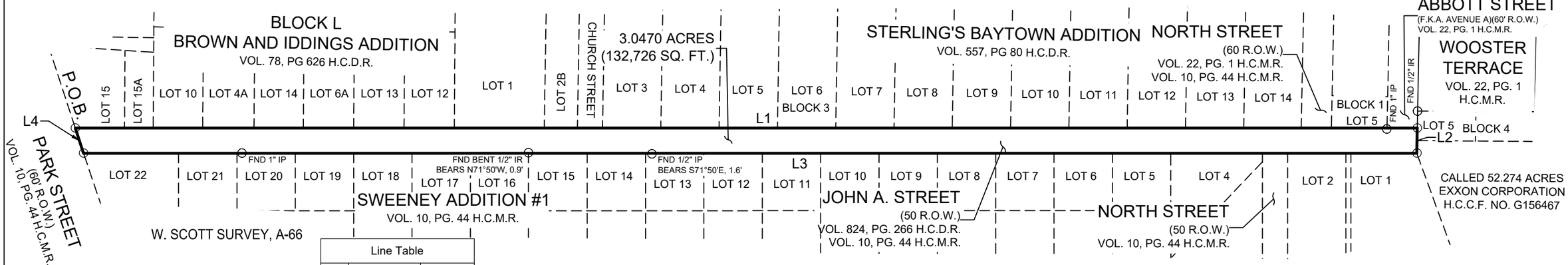
ADJOINER OWENERSHIP RECORDING

BROWN AND IDDINGS ADDITION	
BLOCK L	
LOT 15	EXXON MOBIL CORPORATION H.C.C.F. NO. 20130447736
LOT 15A	EXXON CORPORATION H.C.C.F. NO. S634972
LOT 10	EXXON MOBIL CORPORATION H.C.C.F. NO. U295676
LOT 4A	EXXON CORPORATION H.C.C.F. NO. S814363
LOT 14	EXXON MOBIL CORPORATION H.C.C.F. NO. 20080195981
LOT 6A	EXXON CORPORATION H.C.C.F. NO. S677015
LOT 13	EXXON CORPORATION H.C.C.F. NO. S728261
LOT12	EXXON CORPORATION H.C.C.F. NO. S638367

STERLING'S BAYTOWN ADDITION	
BLOCK 3	
LOT 1	EXXON CORPORATION H.C.C.F. NO. T027490, U922303, Y105579 & S677014
LOT 2B	EXXON CORPORATION H.C.C.F. NO. S865756 & T782951
LOT 3	EXXON CORPORATION H.C.C.F. NO. S706088, T082809 & T559537
LOT 4	EXXON CORPORATION H.C.C.F. NO. S981721
LOT 5	EXXON CORPORATION H.C.C.F. NO. S597571, S606040, T341939 & S624911
LOT 6	EXXON CORPORATION H.C.C.F. NO. S597571, T243007 & T353849
LOT 7	EXXON CORPORATION H.C.C.F. NO. S724384, U972964, X697833 & X990318
LOT 8	EXXON CORPORATION H.C.C.F. NO. T345550 & U235340
LOT 9	EXXON CORPORATION H.C.C.F. NO. S792118 & T315250
LOT 10	EXXON CORPORATION H.C.C.F. NO. V360005
LOT 11	EXXON CORPORATION H.C.C.F. NO. 20140317342 & T553620
LOT 12	EXXON CORPORATION H.C.C.F. NO. RP-2022-552954 & U848696
LOT 13	EXXON CORPORATION H.C.C.F. NO. Y681472 & T130586
LOT 14	EXXON CORPORATION H.C.C.F. NO. S751826 & S929465

WOOSTER TERRACE	
BLOCK 1	
LOT 5	EXXON CORPORATION H.C.C.F. NO. T507290
BLOCK 4	
LOT 5	EXXON CORPORATION H.C.C.F. NO. RP-2024-360924

SWEENEY ADDITION #1	
LOT 1 S&E THE SOUTH 10'	EXXON CORPORATION H.C.C.F. NO. T160683 & R105870
LOT 2 & THE NORTH 10' OF LOT 1	EXXON CORPORATION H.C.C.F. NO. P986735
LOT 4	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2019-536648
LOT 5	EXXON CORPORATION H.C.C.F. NO. P496889
LOT 6	EXXON CORPORATION H.C.C.F. NO. P345113
LOT 7	EXXON CORPORATION H.C.C.F. NO. S553046
LOT 8	EXXON CORPORATION H.C.C.F. NO. R649401
LOT 9	EXXON CORPORATION H.C.C.F. NO. P362733 & P356348
LOT 10	EXXON CORPORATION H.C.C.F. NO. P519240
LOT 11	EXXON CORPORATION H.C.C.F. NO. P660349
LOT 12	EXXON CORPORATION H.C.C.F. NO. R819256
LOT 13	EXXON CORPORATION H.C.C.F. NO. P884575
LOT 14	EXXON CORPORATION H.C.C.F. NO. R743380
LOT 15	EXXON CORPORATION H.C.C.F. NO. S188878
LOT 16	EXXON CORPORATION H.C.C.F. NO. R349067
LOT 17	EXXON MOBIL CORPORATION H.C.C.F. NO. X860354
LOT 18	EXXON CORPORATION H.C.C.F. NO. P362732
LOT 19	EXXON CORPORATION H.C.C.F. NO. T537591 & R015865
LOT 20	EXXON CORPORATION H.C.C.F. NO. T663972
LOT 21	EXXON CORPORATION H.C.C.F. NO. P580328
LOT 22	EXXON CORPORATION H.C.C.F. NO. R421557 & P695497



Line Table		
No.	Bearing	Length
L1	N18°10'07"E	2,663.22'
L2	S70°40'44"E	50.01'
L3	S18°10'07"W	2,645.83'
L4	N89°58'37"W	52.62'

ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.
2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)
3. The corners of this tract have not been set.

AN EXHIBIT OF JOHN A. STREET VOL. 824, PG. 266 H.C.D.R. VOL. 10, PG. 44 H.C.M.R. 3.0472 ACRES (132,734 SQ. FT.) W. SCOTT SURVEY, A-66 HARRIS COUNTY, TEXAS

STATE OF TEXAS REGISTERED PAUL A. COYNE 6374 PROFESSIONAL LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

TETRA
LAND SERVICES
Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: JOHN A STREET

SCALE: 1"=200'	DATE: 12/20/2024	DRAWN: IAW
		JOB NO. 23-0051

LOT: 5
LOT: 5
LOTS: 1–14
LOTS: 4A, 6A, 10, 12–15
LOTS: 1–22

BLOCK 4
BLOCK 1
BLOCK 3
BLOCK L
SWEENEY

SUBDIVISION: SWEENEY ADDITION #1

RECORDING: VOL: 10 PG: 44 H.C.M.R.

SURVEY & ABSTRACT: W. SCOTT SURVEY, A–66

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
3.0472 ACRES (132,734 SQUARE FEET)
W. SCOTT SURVEY, ABSTRACT NUMBER 66

Being a tract or parcel containing 3.0472 acres (132,734 square feet) of land situated in the W. Scott Survey, Abstract Number 66, Harris County, Texas, being all of John A. Street (50 feet wide), as recorded in Volume 824, Page 266 of the Deed Records of Harris County, Texas and in Volume 10, Page 44 of the of the Map records of Harris County, Texas, said 3.0472 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point in the south line of Block L of Brown and Iddings Addition as recorded in Volume 78, Page 626 of the Harris County Deed Records for the intersection of the northerly right-of-way line of Park Street (60 feet wide) as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas and the northwest right-of-way line of said John A. street and the southwest corner of the herein described tract;

THENCE North 18°10'07" East, with the southeast line of said Block L, with the southeast line of Block 3 of Sterling's Baytown Addition as recorded in Volume 78, Page 626 of the Harris County Deed Records, over and across North Street (60 feet wide) as recorded in Volume 22, Page 1 and Volume 10, Page 44 of the of the Map records of Harris County, Texas, with the southeast line of Block 1 of Wooster Terrace as recorded in Volume 22, Page 1 of the of the Map records of Harris County, Texas and over and across Abbott Street, formerly known as Avenue A (60 feet wide) as recorded in Volume 22, Page 1 of the of the Map records of Harris County, Texas, a distance of 2,663.22 feet to a point in the southwest line of Block 4 of said Wooster Terrace, for the intersection of the northeast right-of-way line of said Abbott Street and the northwest right-of-way line of said John A. Street and the north corner of the herein described tract;

THENCE South 70°40'44" East, with the southwest line of said Block 4, a distance of 50.01 feet to a point in the westerly line of a called 52.274 acre tract described to the Exxon Corporation under Harris County Clerk's File Number G156467, for the south corner of said Block 4 and the east corner of the herein described tract;

THENCE South 18°10'07" West, with the northwest line of said Sweeney Addition #1 and over and across said North Street (50 feet wide), a distance of 2,645.83 feet to a point for the intersection of the northerly right-of-way line of said Park Street and the southeast right-of-way line of said John A. Street, and the southeast corner of the herein described tract;

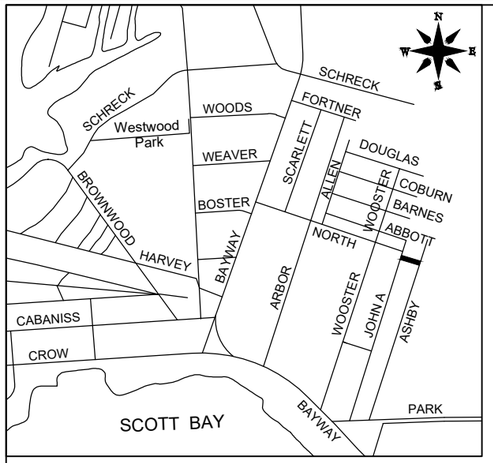
THENCE North 89°58'37" West, with the northerly right-of-way line of said Park Street, a distance of 52.62 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 3.0472 acres, or (132,734 square feet) of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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VICINITY MAP

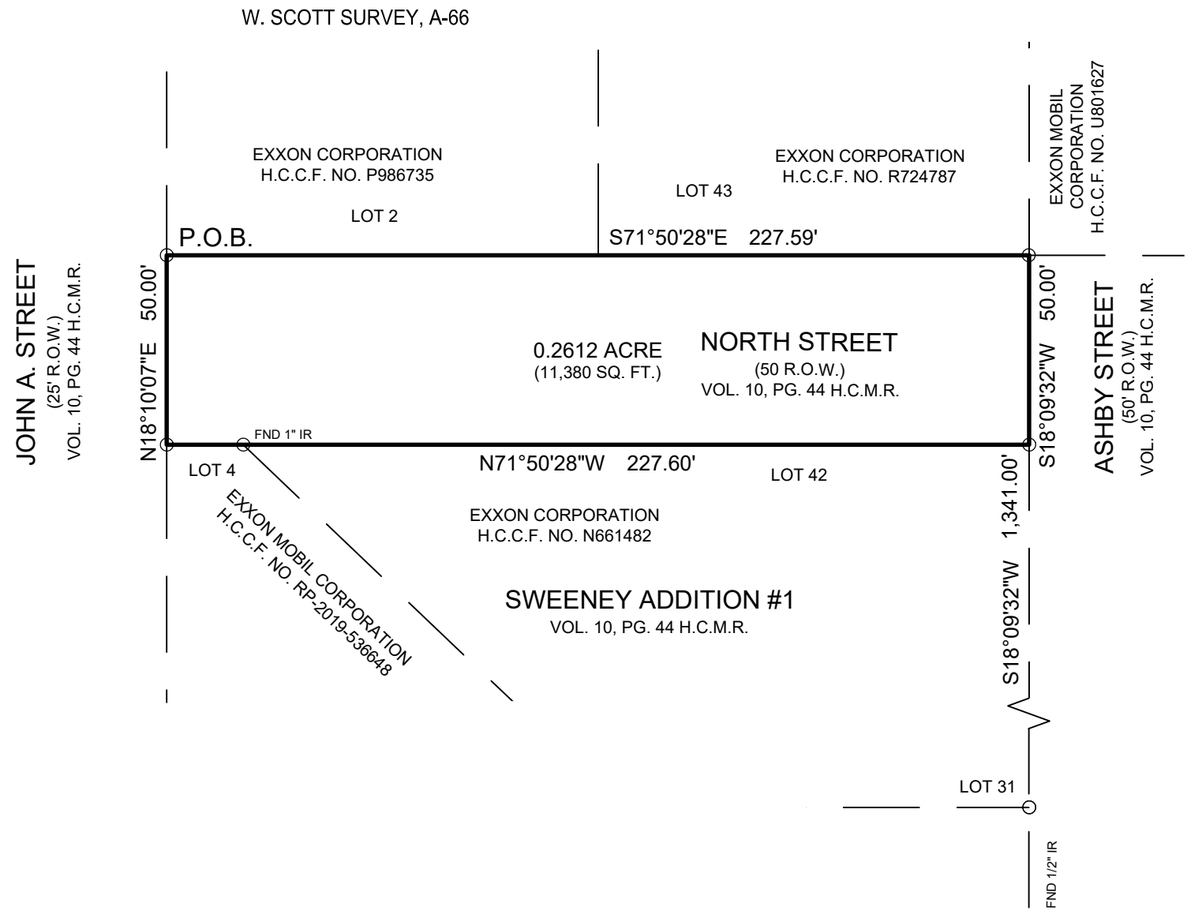
N.T.S.

AN EXHIBIT OF NORTH STREET VOL. 10, PG. 44 H.C.M.R. 0.2612 ACRES (11,380 SQ. FT.) W. SCOTT SURVEY, A-66 HARRIS COUNTY, TEXAS

GRAPHIC SCALE

0 20 40

1 inch = 40 ft.



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: NORTH STREET

SCALE:	DATE:	DRAWN:
1"=40'	12/09/2024	IAW

JOB NO. 23-0051

LOTS: 2, 4, 42, 43

SUBDIVISION: SWEENEY ADDITION #1

RECORDING: VOL: 10 PG: 44 H.C.M.R.

SURVEY & ABSTRACT: W. SCOTT SURVEY, A-66

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
0.2612 ACRE (11,380 SQUARE FEET)
W. SCOTT SURVEY, ABSTRACT NUMBER 66

Being a tract or parcel containing 0.2612 acre (11,380 square feet) of land situated in the W. Scott Survey, Abstract Number 66, Harris County, Texas, being all of North Street (50 feet wide), as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas, said 0.2612 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point for the intersection of the southeast right-of-way line of John A. Street (25 feet wide) as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas and the northeast right-of-way line of said North Street, the southeast corner of Lot 2 of Sweeny Addition #1 as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas and the north corner of the herein described tract;

THENCE South 71°50'28" East, with the northeast right-of-way line of said North Street and the southwest lines of Lots 2 and Lot 43 of said Sweeny Addition #1, a distance of 227.59 feet to a point for the intersection of the northwest right-of-way line of Ashby Street (50 feet wide), as recorded in Volume 10, Page 44 of the of the Map records of Harris County, Texas, and the northeast right-of-way of said North Street, the south corner of said Lot 43 and the west corner of a called 0.398 acre tract described in deed to Exxon Mobil Corporation under Harris County Clerk's File Number U801627 and the east corner of the herein described tract;

THENCE South 18°09'32" West, with the northwest right-of-way line of said Ashby Street, a distance of 50.00 feet to a point for the intersection of the northwest right-of-way line of said Ashby Street and the southwest right-of-way of said North Street, the east corner of Lot 42 of said Sweeny Addition #1 and the south corner of the herein described tract;

THENCE North 71°50'28" West, with the southwest right-of-way line of said North Street and the northeast lines of said Lot 42 and Lot 4, a distance of 227.60 feet to a point for the intersection of the southeast right-of-way line of said John A. Street and the southwest right-of-way line of said North Street, the north corner of said Lot 4 and the west corner of the herein described tract;

THENCE North 18°10'07" East, with the southeast right-of-way line of said John A. Street, a distance of 50.00 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.2612 Acre, or (11,380) Square Feet of land.

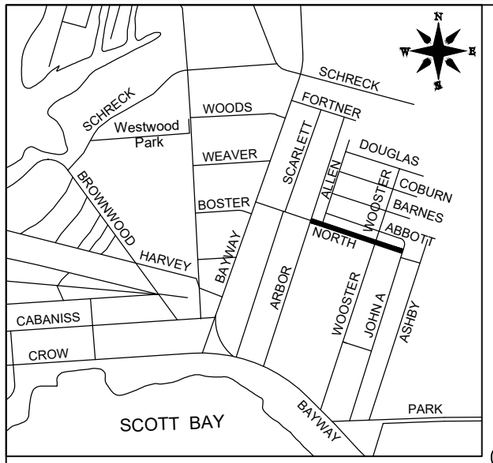
Paul Coyne

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AN EXHIBIT OF
NORTH STREET
VOL. 557, PG. 80 H.C.D.R.
1.7807 ACRE (77,566 SQ. FT.)
J. STRANGE SURVEY, A-71
HARRIS COUNTY, TEXAS



VICINITY MAP

N.T.S.

GRAPHIC SCALE

0 50 100

1 inch = 100 ft.

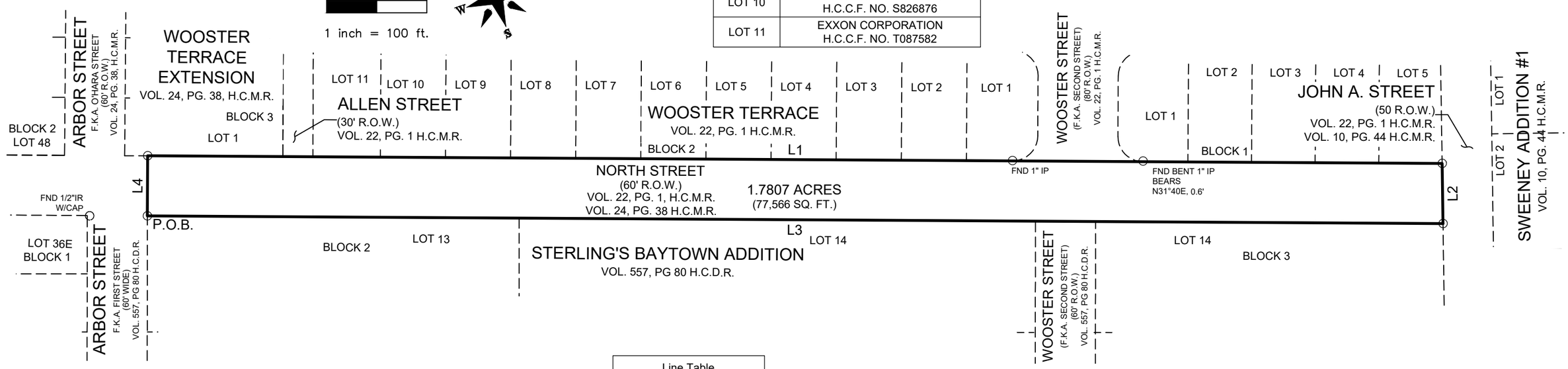
ADJOINER OWENERSHIP RECORDING

BLOCK 2 WOOSTER TERRACE	
LOT 1	EXXON CORPORATION H.C.C.F. NO. T125473
LOT 2	EXXON CORPORATION H.C.C.F. NO. S762609
LOT 3	EXXON CORPORATION H.C.C.F. NO. S680210
LOT 4	EXXON CORPORATION H.C.C.F. NO. S894274
LOT 5	EXXON CORPORATION H.C.C.F. NO. T030255
LOT 6	EXXON CORPORATION H.C.C.F. NO. S561340
LOT 7	EXXON CORPORATION H.C.C.F. NO. S970357
LOT 8	EXXON CORPORATION H.C.C.F. NO. T080977
LOT 9	EXXON CORPORATION H.C.C.F. NO. S932424
LOT 10	EXXON CORPORATION H.C.C.F. NO. S826876
LOT 11	EXXON CORPORATION H.C.C.F. NO. T087582

BLOCK 1 WOOSTER TERRACE	
LOT 1	EXXON CORPORATION H.C.C.F. NO. R853397
LOT 2	EXXON CORPORATION H.C.C.F. NO. R328079
LOTS 3-4	EXXON CORPORATION H.C.C.F. NO. T507290
LOT 5	EXXON CORPORATION H.C.C.F. NO. T507290

WOOSTER TERRACE EXTENSION BLOCK 3	
LOT 1	EXXON MOBIL CORPORATION H.C.C.F. NO. Y726160

STERLING'S BAYTOWN ADDITION	
BLOCK 1	
LOT 36E	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2017-356095
BLOCK 2	
LOT 13	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100243448
LOT 14	EXXON CORPORATION H.C.C.F. NO. T053676
BLOCK 3	
LOT 14	EXXON CORPORATION H.C.C.F. NO. S751826 & S929465



Line Table		
No.	Bearing	Length
L1	S70°38'50"E	1,292.15'
L2	S18°10'07"W	60.01'
L3	N70°38'50"W	1,293.39'
L4	N19°21'10"E	60.00'

ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
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IP	IRON PIPE
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P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
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PROFESSIONAL
LAND SURVEYOR

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SIGNED: Paul Coyne
PAUL A. COYNE
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Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: NORTH STREET

SCALE: 1"=100'

DATE: 12/04/2024

DRAWN: IAW

JOB NO. 23-0051

LOTS: 1-5, 1-11, 1 | LOT: 36, LOTS: 13, 14, LOT: 14 | BLOCK 1 WT BLOCK 1 SB, BLOCK 2 WT BLOCK 2 SB, BLOCK 3 WE BLOCK 3 SB

SUBDIVISION: WOOSTER TERRACE

RECORDING: VOL: 22 PG: 1 H.C.M.R.

SURVEY & ABSTRACT: J. STRANGE SURVEY, A-71

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
1.7807 ACRE (77,566 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 1.7807 acres (77,566 square feet) of land situated in the J. Strange Survey, Abstract Number 7, Harris County, Texas, being out of and a part of North Street (80 feet wide), as recorded in Volume 22, Page 1 and Volume 24, Page 38 of the Map records of Harris County, Texas, said 1.7807 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point for the intersection of the northwest right-of-way line of said North Street and the southeast right-of-way line of Arbor Street (60 feet wide), formerly known as First Street, as recorded in Volume 557, Page 80 of the Deed records of Harris County, Texas, the north corner of Block 2 of Sterling's Baytown Addition, as recorded in Volume 557, Page 80 of the Deed Records of Harris County, Texas and the west corner of the herein described tract;

THENCE North 19°21'10" East, over and across said North Street, a distance of 60.00 feet to a point in the northeast right-of-way line of said North Street, the southwest line of Block 3 of Wooster Terrace Extension, as recorded in Volume 24, Page 38 of the Map Records of Harris County, Texas and the north corner of the herein described tract;

THENCE South 70°38'50" East, with the southwest line of Block 3 of said Wooster Terrace Extension, over and across Allen Street (30 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, with the southwest line of Block 1 and Block 2 of Wooster Terrace as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, over and across Wooster Street formerly known as Second Street (80 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas and with the northeast right-of-way line of said North Street, a distance of 1,292.15 feet to a point for the intersection of the northeast right-of-way line of said North Street and the northwest right-of-way line of John A. Street (50 feet wide) as recorded in Volume 22, Page 1 and Volume 10, Page 44 of the Map records of Harris County, Texas, the south corner of Block 1 of said Wooster Terrace, and the east corner of the herein described tract;

THENCE South 18°10'07" West, with the northwest right-of-way line of said John A. Street, a distance of 60.01 feet to a point for the intersection of the northwest right-of-way line of said John A. Street and the southwest right-of-way line of said North Street, the east corner of Block 3 of Sterling's Baytown Addition, as recorded in Volume 557, Page 80 of the Harris County Deed Records and the south corner of the herein described tract;

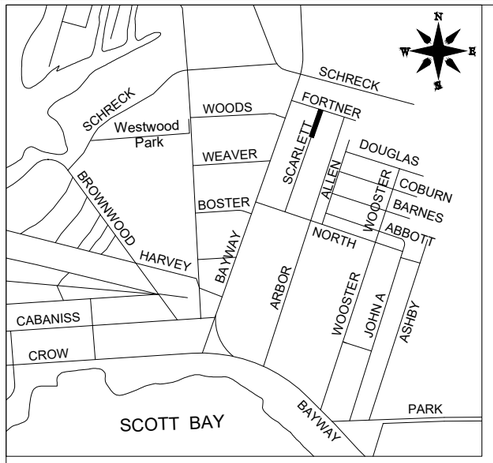
THENCE North 70°38'50" West, with the northeast line of Block 3, Block 2 and Block 1 of said Sterling's Baytown Addition, over and across Wooster Street formerly known as Second Street (60 feet wide) as recorded in Volume 557, Page 80 of the Harris County Deed Records, over and across Arbor Street formerly known as First Street (60 feet wide) as recorded in Volume 557, Page 80 of the Harris County Deed Records, and with the said with the southwest right-of-way line of said North Street, a distance of 1,239.39 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 1.7807 Acres, or (77,566) Square Feet of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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Texas Board of Professional Land Surveying
Registration License No. 10127500



VICINITY MAP

N.T.S.

Line Table		
No.	Bearing	Length
L1	N70°22'30"W	60.01'
L2	N22°54'18"E	50.44'
L3	S70°56'29"E	60.14'
L4	S22°54'18"W	54.48'

ADJOINER OWENERSHIP RECORDING

BLOCK 2	
LOT 21	EXXON MOBIL CORPORATION H.C.C.F. NO. 20120599100
LOT 22	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-400156
LOT 23	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2019-393033
LOT 24	SHIRLEY MORGAN H.C.C.F. NO. R546005

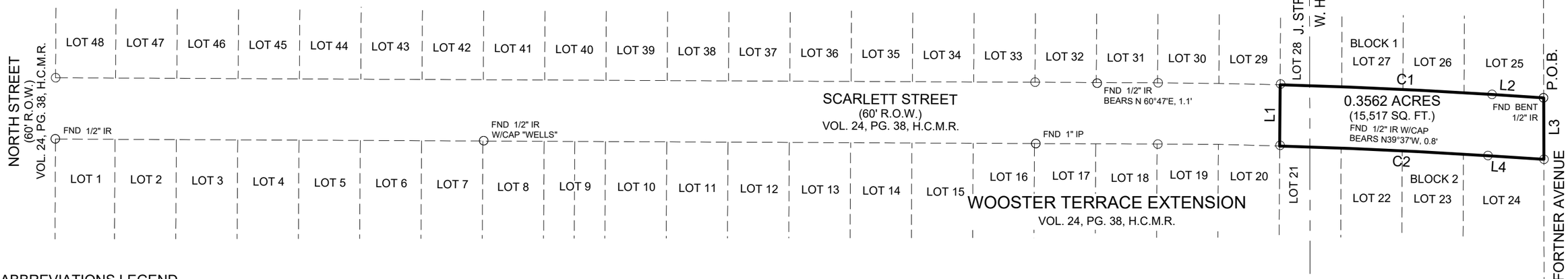
BLOCK 1	
LOT 25 & 26	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2019-471321
LOT 27	EXXON MOBIL CORPORATION H.C.C.F. NO. 20130138243
LOT 28	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-334712

GRAPHIC SCALE

0 50 100

1 inch = 100 ft.

Curve Table					
NO.	Length	Radius	Delta	Chord	Chord Length
C1	207.87'	5,380.18	2°12'49"	N21°48'08"E	207.86'
C2	204.43'	5,320.00	2°12'06"	S21°48'29"W	204.42'



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

AN EXHIBIT OF SCARLETT STREET VOL. 24, PG. 38 H.C.M.R. 0.3562 ACRES (15,517 SQ. FT.) J. STRANGE SURVEY, A-71 W. HILBUS SURVEY, A-336 HARRIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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LAND SERVICES
Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: SCARLETT STREET

SCALE: 1"=100' | DATE: 06/11/2025 | DRAWN: MES | JOB NO. 23-0051

LOTS: 25-28
LOTS: 21-24

BLOCK 1
BLOCK 2

SUBDIVISION
WOOSTER TERRACE EXTENSION

RECORDING
VOL: 24 PG: 38 H.C.M.R.

SURVEY & ABSTRACT
J. STRANGE SURVEY, A-71
W. JILBUS SURVEY, A-336

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
J. STRANGE SURVEY, ABSTRACT NUMBER 71
W. HILBUS SURVEY, ABSTRACT NUMBER 336

Being a tract or parcel containing 0.3562 acres (15,517 square feet) of land situated in the J. Strange Survey, Abstract Number 71 and the W. Hillbus Survey, Abstract Number 336, Harris County, Texas, being in and out of Scarlett Street, as recorded in Volume 24, Page 38 of the Map records of Harris County, Texas, said 0.3562 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

All bearings within this description are based on the Texas State Plane Coordinate System, NAD83, South Central Zone (4204).

BEGINNING, at a point at the intersection of the west Right-Of-Way (R.O.W.) line of Fortner Avenue (60 foot R.O.W.), as recorded under volume 24, page 38, of the Hariis County Map Records (H.C.M.R.) and the north R.O.W. line of said Scarlett Street (60 foot R.O.W.), as recorded under volume 24, page 38, of the H.C.M.R., for the southeast corner of lot 25, block 1, Wooster Terrace Extension, according to the map or plat thereof recorded under volume 24, page 38, of the H.C.M.R. and of the herein described tract;

THENCE, South 70° 56' 29" East, along the west line of said Fortner Avenue, a distance of 60.14 feet to a point for the northeast corner of lot 24, block 2, of said Wooster Terrace Extension and the southeast corner of the herein described tract;

THENCE, South 22° 54' 18" West, along the north line of said lot 24, a distance of 54.48 feet to a point for the beginning of a curve to the left of the herein described tract;

THENCE, Southwesterly, along the arc of a curve to the left, a distance of 204.43 having a radius of 5,320.00 a delta angle of 02° 12' 06" and whose long chord bears South 21° 48' 29" West a distance of 204.42 to a point for the for the northwest corner of lot 21, of said block 2, the northeast corner of lot 20, of said block 2 and the southwest corner of the herein described tract;

THENCE, North 70° 22' 30" West, over and across said Scarlett Street, a distance of 60.01 feet to a point for the southeast corner of lot 29, of said block 1, the southwest corner of lot 28, of said block 1, the northwest corner of the herein described tract and the beginning of a curve to the right;

THENCE, Northeasterly, along the south line of lots 25 through 28, of said block 1, along the arc of a curve to the right, a distance of 207.87 having a radius of 5,380.18 a delta angle of 02° 12' 49" and whose long chord bears North 21° 48' 08" East a distance of 207.86 feet to a point in the south line of said lot 25 and a point of tangency of the herein described tract;

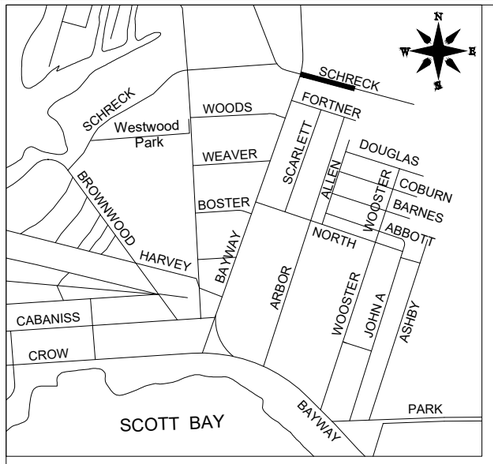
THENCE, North 22° 54' 18" East, a distance of 50.44; to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.3562 Acres or 15,517 square feet of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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VICINITY MAP

N.T.S.

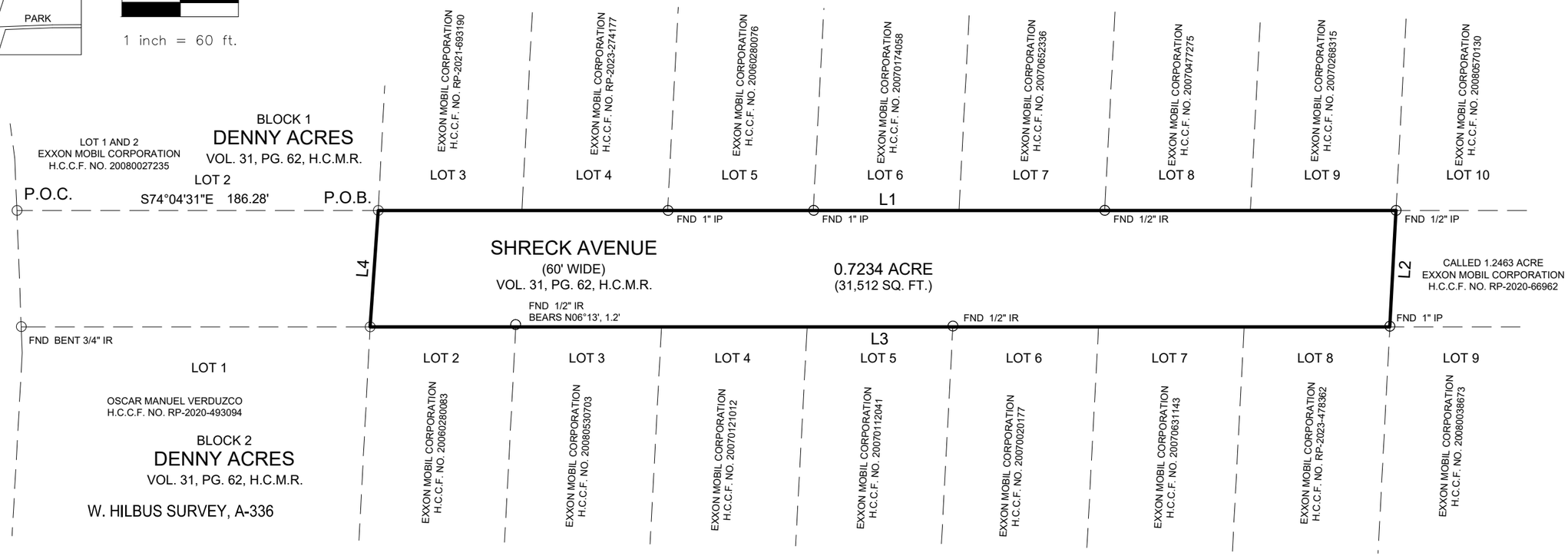
GRAPHIC SCALE

0 30 60

1 inch = 60 ft.

AN EXHIBIT OF SHRECK AVENUE VOL. 31, PG. 62 H.C.M.R. 0.7234 ACRES (31,512 SQ. FT.) W. HILBUS SURVEY, A-336 HARRIS COUNTY, TEXAS

Line Table		
No.	Bearing	Length
L1	S74°04'31"E	524.74'
L2	S18°59'59"W	60.09'
L3	N74°04'31"W	525.65'
L4	N19°51'58"E	60.14'



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: SHRECK AVENUE

SCALE: 1"=60'

DATE: 6/12/2025

DRAWN: IAW

JOB NO. 23-0051

LOTS: 3-9
LOTS: 2-8

BLOCK 1
BLOCK 2

SUBDIVISION: DENNY ACRES

RECORDING: VOL: 31 PG: 62 H.C.M.R.

SURVEY & ABSTRACT: W. HILBUS SURVEY, A-336

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
W. HILBUS SURVEY, ABSTRACT NUMBER 336

Being a tract or parcel containing 0.7234 acre (31,512 square feet) of land situated in the W. Hilbus Survey, Abstract Number 336, Harris County, Texas, being the residue of Shreck Avenue (60 feet wide), as recorded in Volume 31, Page 62 of the of the Map records of Harris County, Texas, said 0.7234 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

COMMENCING at a point for the intersection of the easterly right-of-way line of Bayway Drive, formerly known as Market Street Road and the northeast right-of-way line of said Shreck Avenue, the southwest corner of Lot 2, Block 1 of Denny Acres, as recorded in Volume 31, Page 62 of the of the Map records of Harris County, Texas.

THENCE South 74°04'31" East, with the northeast right-of-way line of said Shreck Avenue and the southwest line of said Lot 2, Block 1, a distance of 186.28 feet a point for the southeast corner of said Lot 2, Block 1, the southwest corner of Lot 3, Block 1, of said Denny Acres and **POINT OF BEGINNING** of the herein described tract;

THENCE South 74°04'31" East, continuing with the northeast right-of-way line of said Shreck Avenue and the southwest line of Lots 3 through 9, Block 1, of said Denny Acres, a distance of 524.74 feet a 1/2-inch iron pipe found marking the southeast corner of said Lot 9 of Block 1, the southwest corner of Lot 10 of said Block 1, the northwest corner of a called 1.2463 acre trat described in deed to Exxon Mobil Corporation under Harris County Clerk's File Number RP-2020-66962 and the northeast corner of the herein described tract;

THENCE South 18°59'59" West, over and across said Shreck Avenue and with the northwest line of said called 1.2463 acre tract, a distance of 60.09 feet to a 1-inch iron pipe found in the southwest right-of-way line of said Shreck Avenue marking the northwest corner of Lot 9 of Block 2 of said Denny Acres and the northeast corner of Lot 8 of said Block 2 and the southeast corner of the herein described tract;

THENCE North 74°04'31" West, with the southwest right-of-way line of said Shreck Avenue and the northeast line of Lots 2 through 8, of said block 2, a distance of 525.65 feet to a point for the northeast corner of Lot 1, Block 2, of said Denny Acres, the northwest corner of said Lot 2, Block 2 and the southwest corner of the herein described tract;

THENCE North 19°51'58" East, over and across said Shreck Avenue, a distance of 60.14 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.7234 Acre, or (31,512) Square Feet of land.

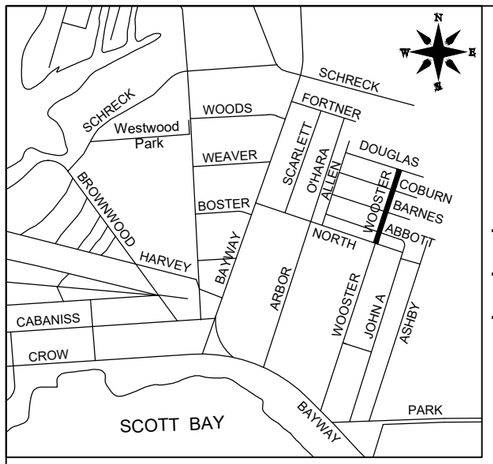
Paul Coyne

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TEXAS REGISTRATION NO. 6374



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AN EXHIBIT OF
WOOSTER STREET
VOL. 22, PG. 1 H.C.M.R.
FOUR TRACTS
TRACT 1 0.2115 ACRE (9,213 SQ. FT.)
TRACT 2 0.4322 ACRE (18,828 SQ. FT.)
TRACT 3 0.4506 ACRE (19,628 SQ. FT.)
TRACT 4 0.4624 ACRE (20,143 SQ. FT.)
J. STRANGE SURVEY, A-71
HARRIS COUNTY, TEXAS



VICINITY MAP

N.T.S.

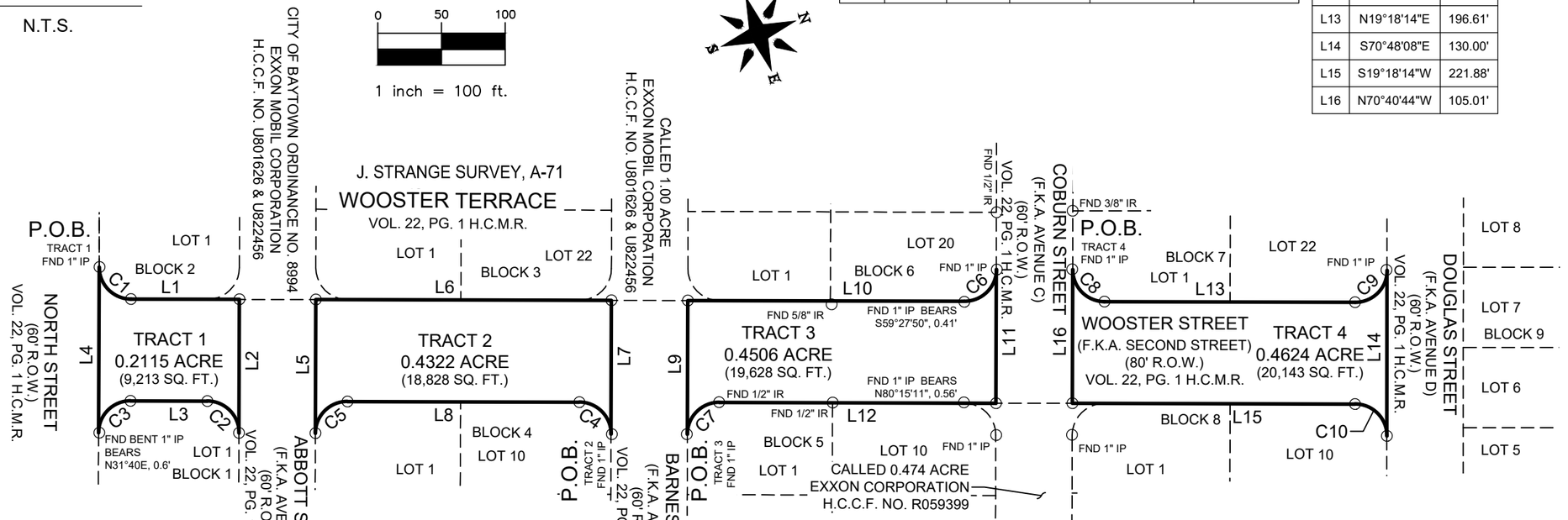
GRAPHIC SCALE

0 50 100

1 inch = 100 ft.

Curve Table					
NO.	Length	Radius	Delta	Chord	Chord Length
C1	39.29'	25.00	90°02'56"	N64°19'42"E	35.37'
C2	39.27'	25.00	89°59'39"	S64°18'04"W	35.35'
C3	39.25'	25.00	89°57'04"	S25°40'18"E	35.34'
C4	39.28'	25.00	90°01'02"	S64°18'45"W	35.36'
C5	39.26'	25.00	89°58'58"	S25°41'15"E	35.35'
C6	39.26'	25.00	89°58'58"	N25°41'15"W	35.35'
C7	39.26'	25.00	89°58'58"	S25°41'15"E	35.35'
C8	39.28'	25.00	90°01'02"	N64°18'45"E	35.36'
C9	39.32'	25.00	90°06'21"	N25°44'57"W	35.39'
C10	39.22'	25.00	89°53'38"	S64°15'03"W	35.32'

Line Table		
No.	Bearing	Length
L1	N19°18'14"E	85.09'
L2	S70°40'44"E	105.00'
L3	S19°18'14"W	60.17'
L4	N70°38'50"W	130.00'
L5	N70°40'44"W	104.99'
L6	N19°18'14"E	232.00'
L7	S70°40'44"E	105.01'
L8	S19°18'14"W	182.00'
L9	N70°40'44"W	104.99'
L10	N19°18'14"E	217.01'
L11	S70°40'44"E	104.99'
L12	S19°18'14"W	217.01'
L13	N19°18'14"E	196.61'
L14	S70°48'08"E	130.00'
L15	S19°18'14"W	221.88'
L16	N70°40'44"W	105.01'



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

ADJOINER OWENERSHIP RECORDING

BLOCK 1	
LOT 1	EXXON CORPORATION H.C.C.F. NO. R853397

BLOCK 2	
LOT 1	EXXON CORPORATION H.C.C.F. NO. T125473

BLOCK 3	
LOT 1	EXXON CORPORATION H.C.C.F. NO. T206010
LOT 22	EXXON CORPORATION H.C.C.F. NO. T059004

BLOCK 4	
LOT 1	EXXON CORPORATION H.C.C.F. NO. R651639
LOT 10	EXXON CORPORATION H.C.C.F. NO. R227762

BLOCK 5	
LOT 1	EXXON CORPORATION H.C.C.F. NO. P345116 H.C.C.F. NO. P482817
LOT 10	EXXON CORPORATION H.C.C.F. NO. P496893

BLOCK 6	
LOT 1	EXXON CORPORATION H.C.C.F. NO. T278199
LOT 20	EXXON CORPORATION H.C.C.F. NO. S746767

BLOCK 7	
LOT 1	EXXON MOBIL CORPORATION H.C.C.F. NO. 20110382267
LOT 22	EXXON CORPORATION H.C.C.F. NO. T772229

BLOCK 8	
LOT 1	EXXON CORPORATION H.C.C.F. NO. P660348
LOT 10	EXXON MOBIL CORPORATION H.C.C.F. NO. 20090215832

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
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survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

LOTS: 1	LOTS: 1,20	BLOCK 1	BLOCK 6
LOTS: 1	LOTS: 1,22	BLOCK 2	BLOCK 7
LOTS: 1,22	LOTS: 1,10	BLOCK 3	BLOCK 8
LOTS: 1,10		BLOCK 4	
LOTS: 1,10		BLOCK 5	

CLIENT:	EXXON MOBIL CORPORATION		
ADDRESS:	WOOSTER STREET		
SUBDIVISION	WOOSTER TERRACE		
RECORDING	VOL: 22 PG: 1 H.C.M.R.		
SURVEY & ABSTRACT	J. STRANGE SURVEY, A-71		
SCALE:	1"=100'	DATE:	12/13/2024
DRAWN:	IAW		
JOB NO.	23-0051		
CITY	COUNTY	STATE	
BAYTOWN	HARRIS	TEXAS	

STATE OF TEXAS
COUNTY OF HARRIS
WOOSTER STREET TRACT 3
0.4506 ACRE (19,628 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.4506 acre (19,628 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being out of and a part of Wooster Street, formerly known as Second Street,, as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 0.4506 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point for the east corner of a radial cutback for the intersection of the northeast right-of-way line of Barnes Street, formerly known as Avenue B (60 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, and the northwest right-of-way line of said Wooster Street, being a west corner of Block 5 of Wooster Terrace as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, and the south corner of the herein described tract;

THENCE North 70°40'44" West, over and across said Wooster Street, and with the northeast right-of-way line of said Barnes street a distance of 104.99 feet to a point in the southeast line of a called 1.00 acre tract, as described in deed to Exxon Mobil Corporation under Harris County Clerk's File Numbers U801626 and U822456 and being the west corner of the herein described tract;

THENCE North 19°18'14" East, with the southeast line of said called 1.00 acre tract, the southeast line of said Block 6 and the northwest right-of-way line of said Wooster Street, a distance of 217.01 feet to a point for the south corner of a radial cutback for the intersection of the northwest right-of-way line of said Wooster Street and the southwest right-of-way line of Coburn Street, formerly known as Avenue C (60 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, for the east most corner of said Block 6 and beginning a curve to the left, from which a found 1-inch iron pipe bears South 59°27'50", 0.41 feet;

THENCE northwesterly a distance of 39.26 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 89°58'58" and a chord which bears North 25°41'15" West, 35.35 feet to a 1-inch iron pipe found in the southwest right-of-way line of said Coburn Street, marking the north corner of said cutback and the north corner of the herein described tract;

THENCE South 70°40'44" East, over and across said Wooster Street and with the southwest right-of-way line of said Coburn Street, a distance of 104.99 feet to a point in the northwest line of a called 0.474 acre tract, as described in deed to Exxon Corporation under Harris County Clerk's File Number R059399 and being the east corner of the herein described tract;

THENCE South 19°18'14" West, with the northwest line of said called 0.474 acre tract and the southeast right-of-way line of said Wooster Street, a distance of 217.01 feet to a 1/2-inch iron rod found marking the north corner of a radial cutback for intersection of the southeast right-of-way line of said Wooster Street and the northeast right-of-way line of said Barnes Street and the beginning of a curve to the left;

THENCE southeasterly a distance of 39.26 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 89°58’58” and a chord which bears South 25°41’15” East, 35.35 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.4506 Acres, or (19,628) Square Feet of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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STATE OF TEXAS
COUNTY OF HARRIS
WOOSTER STREET TRACT 2
0.4322 ACRE (18,828 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.4322 acre (18,828 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being out of and a part of Wooster Street, formerly known as Second Street,, as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 0.4323 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point for the east corner of a radial cutback for the intersection of the southwest right-of-way line of Barnes Street, formerly known as Avenue B (60 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, and the southeast right-of-way line of said Wooster Street, being the north corner of Block 4 of Wooster Terrace as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, the east corner of the herein described tract, and beginning a curve to the left;

THENCE southwesterly a distance of 39.28 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 90°01’02” and a chord which bears South 64°18’45” West, 35.36 feet to a point in the southeast right-of-way line of said Wooster Street for the south corner of said cutback;

THENCE South 19°18'14" West, with the southeast right-of-way line of said Wooster Street, a distance of 182.00 feet to a point for the north corner of a radial cutback for intersection of the southeast right-of-way line of said Wooster Street and the northeast right-of-way line of said Abbott Street and the beginning of a curve to the left;

THENCE southeasterly a distance of 39.26 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 89°58’58” and a chord which bears South 25°41’15” East, 35.35 feet to a point in the northeast right-of-way line of said Abbott Street for the east corner of said cutback, the south most southwest corner of said Block 4, and the south corner of the herein described tract;

THENCE North 70°40'44" West, over and across said Wooster Street, and with the northeast right-of-way line of said Abbott street a distance of 104.99 feet to a point in the southeast line of a tract of land conveyed to Exxon Mobil Corporation in City of Baytown Ordinance Number 8994, as recorded under Harris County Clerk’s File Numbers U801626 and U822456 and being the west corner of the herein described tract;

THENCE North 19°18'14" East, with the southeast line of said Exxon Mobile Corporation tract and said Block 3 and the northwest right-of-way line of said Wooster Street, a distance of 232.00 feet to a point in the southeast line of a called 1.00 acre tract, as described in deed to Exxon Mobil Corporation under Harris County Clerk’s File Numbers U801626 and U822456 and the north corner of the herein described tract;

THENCE South 70°40'44" East, over and across said Wooster Street, a distance of 105.01 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.4322 Acres, or (18,828 square feet) of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



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STATE OF TEXAS
COUNTY OF HARRIS
WOOSTER STREET TRACT 1
0.2115 ACRE (9,213 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.2115 acre (9,213 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being out of and a part of Wooster Street, formerly known as Second Street, as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 0.2115 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a 1-inch iron pipe marking the west corner of a radial cutback for the intersection of the northeast right-of-way line of North Street (60 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, and the northwest right-of-way line of said Wooster Street, being the south corner of Block 2 of Wooster Terrace as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, the west corner of the herein described tract, and beginning a curve to the left;

THENCE northeasterly a distance of 39.29 feet, with said radial cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 90°02'56" and a chord which bears North 64°19’42” East, 35.37 feet to a point in the northwest right-of-way line of said Wooster Street for the east corner of said cutback;

THENCE North 19°18'14" East, with the southeast line of said Block 2 and the northwest right-of-way line of said Wooster Street, a distance of 85.09 feet to a point in the southeasterly line of a tract of land conveyed to Exxon Mobil Corporation n City of Baytown Ordinance Number 8994, as recorded under Harris County Clerk’s File Numbers U801626 and U822456 and being the north corner of the herein described tract;

THENCE South 70°40'44" East, over and across said Wooster Street, a distance of 105.00 feet to a point for the north most northwest corner of Block 1 of said Wooster Terrace, the east corner of a radial cutback for the intersection of the southwest right-of-way line of said Abbot Street and the southeast right-of-way line of said Wooster Street, the east corner of the herein described tract, and beginning a curve to the left;

THENCE southwesterly a distance of 39.27 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 89°59’39”” and a chord which bears South 64°18’04” West, 35.35 feet to a point in the southeast right-of-way line of said Wooster Street for the south corner of said cutback;

THENCE South 19°18'14" West, with the southeast right-of-way line of said Wooster Street, a distance of 60.17 feet to a point for the north corner of a radial cutback for intersection of the southeast right-of-way line of said Wooster Street and the northeast right-of-way line of said North Street and the beginning of a curve to the left;

THENCE southeasterly a distance of 39.25 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 89°57’04” and a chord which bears South 25°40’18” East, 35.34 feet to a point in the northeast right-of-way line of said North Street for the east corner of said cutback, the south most southwest corner of said Block 1, and the south corner of the herein described tract, from which a found bent 1-inch iron pipe bears North 31°40’ East, 0.6 feet;

THENCE North 70°38'50" West, over and across said Wooster Street, and with the northeast right-of-way line of said North street a distance of 130.00 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.2115 Acres, or (9,213) Square Feet of land.

Paul Coyne

PAUL A. COYNE
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STATE OF TEXAS
COUNTY OF HARRIS
WOOSTER STREET TRACT 4
0.4624 ACRE (20,143 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 0.4624 acre (20,143 square feet) of land situated in the J. Strange Survey, Abstract Number 71, Harris County, Texas, being out of and a part of Wooster Street, formerly known as Second Street,, as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, said 0.4624 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at 1-inch iron pipe found marking the west corner of a radial cutback for the intersection of the northeast right-of-way line of Coburn Street, formerly known as Avenue C (60 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, and the northwest right-of-way line of said Wooster Street, being the south corner of Block 7 of Wooster Terrace as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, the west corner of the herein described tract, and beginning a curve to the left;

THENCE northeasterly a distance of 39.28 feet, with said radial cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 90°01'02" and a chord which bears North 64°18’45” East, 35.36 feet to a point in the northwest right-of-way line of said Wooster Street for the east corner of said cutback;

THENCE North 19°18'14" East, with the southeast line of said Block 7 and the northwest right-of-way line of said Wooster Street, a distance of 196.61 feet to a point for the south corner of a radial cutback for the intersection of the northwest right-of-way line of said Wooster Street and the southwest right-of-way line of Douglas Street, formerly known as Avenue D (60 feet wide) as recorded in Volume 22, Page 1 of the Map records of Harris County, Texas, for the east most corner of said Block 7 and beginning a curve to the left;

THENCE northwesterly a distance of 39.28 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 90°06’21” and a chord which bears North 25°44’57” West, 35.39 feet to a point in the southwest right-of-way line of said Douglas Street, for the north corner of said cutback and the north corner of the herein described tract;

THENCE South 70°48'08" East, over and across said Wooster Street and with the southwest right-of-way line of said Douglas Street, a distance of 130.00 feet to a point for the north most northwest corner of Block 8 of said Wooster Terrace, the east corner of a radial cutback for the intersection of the southwest right-of-way line of said Douglas Street and the southeast right-of-way line of said Wooster Street and east corner of the herein described tract, and beginning a curve to the left;

THENCE southwesterly a distance of 39.22 feet with said cutback and the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 89°53’38” and a chord which bears South 64°15’03” West, 35.32 feet to a point in the southeast right-of-way line of said Wooster Street for the south corner of said cutback;

THENCE South 19°18'14" West, with the southeast right-of-way line of said Wooster Street, a distance of 221.88 feet to a point in the northwest line of said called 0.474 acre tract and the south corner of the herein described tract;

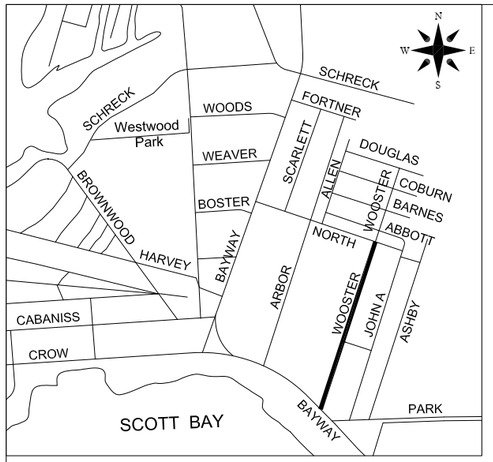
THENCE North 70°40'44" West, over and across said Wooster Street, and with the northeast right-of-way line of said Coburn street a distance of 105.01 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 0.4624 Acres, or (20,143) Square Feet of land.

Paul Coyne

PAUL A. COYNE
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VICINITY MAP

N.T.S.

GRAPHIC SCALE

0 100 200

1 inch = 200 ft.

ADJOINER OWENERSHIP RECORDING

BROWN AND IDDINGS ADDITION	
BLOCK L	
LOT 3	EXXON CORPORATION H.C.C.F. NO. S731788
LOT 3A	EXXON CORPORATION H.C.C.F. NO. S665473
LOT 8A	EXXON CORPORATION H.C.C.F. NO. S207513
LOT 2A	EXXON CORPORATION H.C.C.F. NO. U357950
LOT 2B	EXXON CORPORATION H.C.C.F. NO. Y156331
LOT 2K	EXXON CORPORATION H.C.C.F. NO. S814824
LOT 2H	EXXON CORPORATION H.C.C.F. NO. S831287
LOT 7	EXXON CORPORATION H.C.C.F. NO. 20140176210
LOT 10	EXXON CORPORATION H.C.C.F. NO. S963890
LOT 9	EXXON CORPORATION H.C.C.F. NO. Y156331
LOT 5	EXXON CORPORATION H.C.C.F. NO. S679940
LOT 11	EXXON CORPORATION H.C.C.F. NO. S699327

STERLING'S BAYTOWN ADDITION	
BLOCK 2	
LOT 14	EXXON CORPORATION H.C.C.F. NO. T053676
LOT 15	EXXON CORPORATION H.C.C.F. NO. RP-2024-229020 & S708994
LOT 16	EXXON CORPORATION H.C.C.F. NO. T681243
LOT 17	EXXON CORPORATION H.C.C.F. NO. T050413
LOT 18	EXXON CORPORATION H.C.C.F. NO. T825527
LOT 19	EXXON CORPORATION H.C.C.F. NO. T959208
LOT 20	EXXON CORPORATION H.C.C.F. NO. T087580 & T898447
LOT 21	EXXON CORPORATION H.C.C.F. NO. S965548 & T294900
LOT 22	EXXON CORPORATION H.C.C.F. NO. T026732
LOT 23	EXXON CORPORATION H.C.C.F. NO. S988368

LOT 24	EXXON CORPORATION H.C.C.F. NO. S634186
LOT 25	EXXON CORPORATION H.C.C.F. NO. T573986
LOT 26	EXXON CORPORATION H.C.C.F. NO. T042776
LOT 27	EXXON CORPORATION H.C.C.F. NO. S854308
BLOCK 3	
LOT 1	EXXON CORPORATION H.C.C.F. NO. T027490, U922303, Y105579 & S677014
LOT 2B	EXXON CORPORATION H.C.C.F. NO. S865756 & T822951
LOT 3	EXXON CORPORATION H.C.C.F. NO. S706088, T082809 & T559537
LOT 4	EXXON CORPORATION H.C.C.F. NO. S981721
LOT 5	EXXON CORPORATION H.C.C.F. NO. S597571, S606040, T341939 & S624911
LOT 6	EXXON CORPORATION H.C.C.F. NO. S597571, T243007 & T353849

LOT 7	EXXON CORPORATION H.C.C.F. NO. S724384, U972964, X697833 & X990318
LOT 8	EXXON CORPORATION H.C.C.F. NO. T345550 & U235340
LOT 9	EXXON CORPORATION H.C.C.F. NO. S792118 & T315250
LOT 10	EXXON CORPORATION H.C.C.F. NO. V360005
LOT 11	EXXON CORPORATION H.C.C.F. NO. 20140317342 & T553620
LOT 12	EXXON CORPORATION H.C.C.F. NO. RP-2022-552954 & U848696
LOT 13	EXXON CORPORATION H.C.C.F. NO. Y681472 & T130586
LOT 14	EXXON CORPORATION H.C.C.F. NO. S751826 & S929465

J. STRANGE SURVEY, A-71

BLOCK L
BROWN AND IDDINGS ADDITION
VOL. 78, PG 626 H.C.D.R.

WOOSTER STREET
(F.K.A. SECOND STREET)
(60' WIDE)
VOL. 557, PG 80 H.C.D.R.

STERLING'S BAYTOWN ADDITION
VOL. 557, PG 80 H.C.D.R.

BAYWAY DRIVE
F.K.A. MARKET STREET DRIVE
(R.O.W. WIDTH VARIES)
VOL. 557, PG 80 H.C.D.R.

FND 1/2 IP
FND 1/2" IR BEARS N65°51'E, 1.4'
FND BENT 1" IP BEARS S70°52'W, 2.4'
FND 1" IP BEARS N70°52'W, 1.0'
FND 1" IP BEARS N70°52'W, 2.0'
FND 1/2" IR BEARS N70°52'W, 0.6'
FND BENT 1" IP BEARS S70°52'E, 2.3'
FND 5/8" IR W/ CAP "WELLS"
FND 1/2" IR

LOT 2H, LOT 2K, LOT 2B, LOT 2A, LOT 8A, LOT 3A, LOT 3, LOT 27, LOT 26, LOT 25, LOT 24, LOT 23, LOT 22, LOT 21, LOT 20, LOT 19, LOT 18, LOT 17, LOT 16, LOT 15, LOT 14

L4

3.2959 ACRES
(143,571 SQ. FT.)

L2

L3 L1

P.O.B.

LOT 7, LOT 10, LOT 9, LOT 5, LOT 11, LOT 1, LOT 2B, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14

BLOCK 2
BLOCK 3

TRAVELED ROAD

NORTH STREET
(60' R.O.W.)
VOL. 22, PG. 1, H.C.M.R.
VOL. 24, PG. 38 H.C.M.R.

BLOCK L
BROWN AND IDDINGS ADDITION
VOL. 78, PG 626 H.C.D.R.

STERLING'S BAYTOWN ADDITION
VOL. 557, PG 80 H.C.D.R.

Line Table		
No.	Bearing	Length
L1	S70°38'50"E	60.00'
L2	S19°08'03"W	2,404.22'
L3	N49°55'16"W	64.24'
L4	N19°08'03"E	2,381.49'

ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.
2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)
3. The corners of this tract have not been set.

AN EXHIBIT OF WOOSTER STREET VOL. 557, PG. 80 H.C.D.R. 3.2959 ACRES (143,571 SQ. FT.) J. STRANGE SURVEY, A-71 HARRIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

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Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

CLIENT: EXXON MOBIL CORPORATION

ADDRESS: WOOSTER STREET

SCALE: 1"=200' | DATE: 12/06/2024 | DRAWN: IAW

JOB NO. 23-0051

LOTS: 14-27
LOTS: 1-14
LOTS: 2, 3, 5, 7-11

BLOCK 2
BLOCK 3
BLOCK L

SUBDIVISION: STERLING'S BAYTOWN ADDITION

RECORDING: VOL: 557 PG: 80 H.C.M.R.

SURVEY & ABSTRACT: J. STRANGE SURVEY, A-71

CITY	COUNTY	STATE
BAYTOWN	HARRIS	TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
3.2959 ACRE (143,571 SQUARE FEET)
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 3.2959 acres (143,571 square feet) of land situated in the J. Strange Survey, Abstract Number 7, Harris County, Texas, being all of Wooster Street, formerly known as Second Street (60 feet wide), as recorded in Volume 557, Page 80 of the Harris County Deed Records, said 3.2959 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at a point marking the intersection of the southwest right-of-way line of North Street (60 feet wide) as recorded in Volume 24, Page 38 and Volume 22, Page 1 of the Map records of Harris County and the northwest right-of-way line of said Wooster street, for the east corner of Block 2 of Sterling's Baytown Addition, as recorded in Volume 557, Page 80 of the Harris County Deed Records, and the north corner of the herein described tract;

THENCE South 70°38'50" East, with the southwest right-of-way line of said North Street, a distance of 60.00 feet to the north corner of Block 3 of said Sterling's Baytown Addition for the east corner of the herein described tract;

THENCE South 19°08'03" West, with the northwest line of said Block 3 and over and across Block L of Brown and Iddings Addition as recorded in Volume 78, Page 626 of the Harris County Deed Records, a distance of 2,404.22 feet to a point for the intersection of the southeast right-of-way line of said Wooster Sreet and the northerly right-of-way line of Bayway Drive, as recorded in Volume 557, Page 80 of the Harris County Deed Records and the south corner of the herein described tract, from which a 1/2-inch iron rod bears North 65°51' East, 1.4 feet;

THENCE North 49°55'16" West, with the northerly right-of-way line of said Bayway Drive and the southerly line of said Block L, a distance of 64.24 feet to a point for the intersection of the northwest right-of-way line of said Wooster Sreet and the northerly right-of-way line of said Bayway Drive and the west corner of the herein described tract;

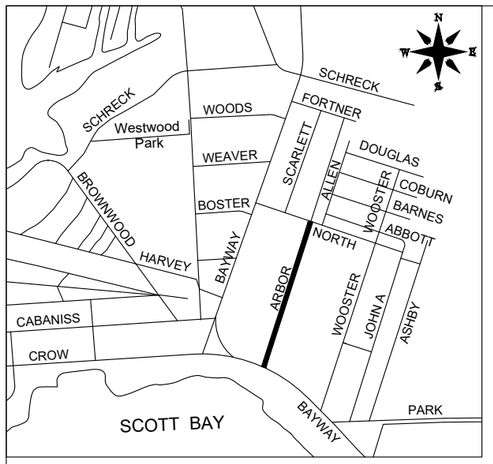
THENCE North 19°08'03" East, over and across said Block L and with the southeast line of said Block 2, a distance of 2,381.49 feet to the **POINT OF BEGINNING** of the herein described tract and containing within these calls 3.2959 Acres, or (143,571) Square Feet of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
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VICINITY MAP

N.T.S.

GRAPHIC SCALE

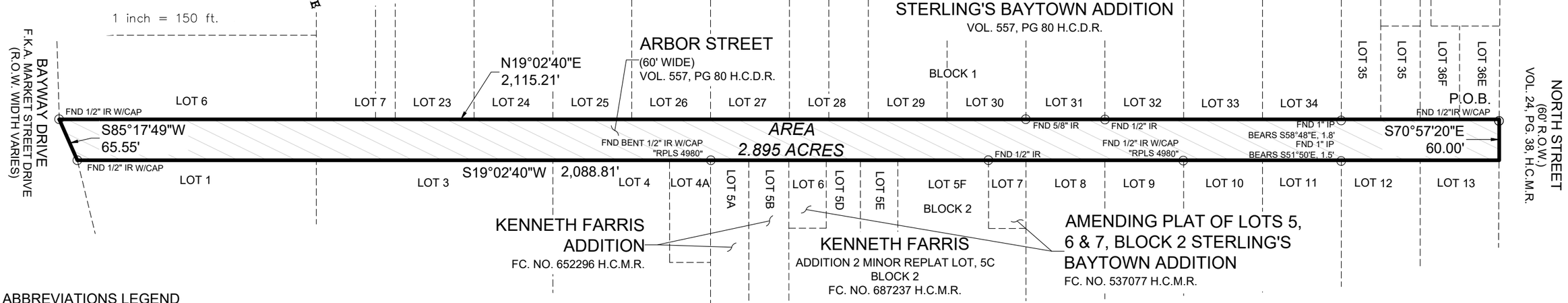
0 75 150

1 inch = 150 ft.

ADJOINER OWENERSHIP RECORDING

BLOCK 1	
LOT 6	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-258313, RP-2024-334694, RP-2024-314118 & RP-2024-326192
SOUTH 83.00' LOT 7	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100221464
NORTH 28.82' LOT 7	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2026-43042
LOT 23	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2026-43042
LOT 24	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100491641
LOT 25	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100550064
LOT 26	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2019-291062
LOT 27	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100338499
SOUTH 1/2 OF LOT 28	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2023-465341
NORTH 1/2 OF LOT 28	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2025-60736
LOT 29	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100522601
LOT 30	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2025-137682
LOT 31	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2025-294073
LOT 32	EXXON MOBIL CORPORATION H.C.C.F. NO. 20120095904
LOT 33	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2025-110203
LOT 34	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-219096
SOUTH 1/2 OF LOT 35	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2025-293718
NORTH 1/2 OF LOT 35	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2019-136054
LOT 36F	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100496532
LOT 36E	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2017-356095

BLOCK 2	
LOT 1	EXXON MOBIL CORPORATION H.C.C.F. NO. X438073 & X438074
LOT 3	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-168943
LOT 4	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100485419
LOT 4A	EXXON MOBIL CORPORATION H.C.C.F. NO. 2011005079
LOT 5A	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2024-374044
LOT 5B	EXXON MOBIL CORPORATION H.C.C.F. NO. 20150060007
LOT 6	EXXON MOBIL CORPORATION H.C.C.F. NO. 20120016984
LOT 5D	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2023-360228
LOT 5E	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2023-360236
LOT 5F	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2023-360226
LOT 7	EXXON MOBIL CORPORATION H.C.C.F. NO. 20120447129
LOT 8	EXXON MOBIL CORPORATION H.C.C.F. NO. 20150168708 H.C.C.F. NO. 20130465754
LOT 9	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2023-365626
LOT 10	EXXON MOBIL CORPORATION H.C.C.F. NO. 20110412282 & RP-2025-3193
LOT 11	EXXON MOBIL CORPORATION H.C.C.F. NO. 20110331052
LOT 12	EXXON MOBIL CORPORATION H.C.C.F. NO. RP-2025-459956
LOT 13	EXXON MOBIL CORPORATION H.C.C.F. NO. 20100243448



ABBREVIATIONS LEGEND

H.C.C.F.	HARRIS COUNTY CLERK'S FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
H.C.A.D.	HARRIS COUNTY APPRAISAL DISTRICT
F.K.A.	FORMALLY KNOWN AS
FND	FOUND
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME AND PAGE

NOTES:

1. There exists a separate metes and bounds description.

2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83)

3. The corners of this tract have not been set.

AN EXHIBIT OF ARBOR STREET VOL. 557, PG. 80 H.C.D.R. 2.895 ACRES J. STRANGE SURVEY, A-71 HARRIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PAUL A. COYNE
6374
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLOT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

SIGNED: Paul Coyne
PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6374

TETRA
LAND SERVICES
Engineers Surveyors Planners Appraisers
www.TLSTX.com
survey@TLSTX.com
Texas Registered Surveying Firm No. F-10127500
5304 Ashbrook Houston, TX 77081

LOTS: 6 & 7, 23 THRU 36 LOTS: 1, & 3 THRU 13		BLOCK 1 BLOCK 2	
SUBDIVISION			
STERLING'S BAYTOWN ADDITION			
CLIENT: EXXON MOBIL CORPORATION		RECORDING VOL: 557 PG: 80 H.C.M.R.	
ADDRESS: ARBOR STREET (SOUTH)		SURVEY & ABSTRACT J. STRANGE SURVEY, A-71	
SCALE: 1"=150'	DATE: 02/11/2026	DRAWN: IAW	JOB NO. 23-0051
CITY: BAYTOWN	COUNTY: HARRIS	STATE: TEXAS	

STATE OF TEXAS
COUNTY OF HARRIS
2.895 ACRE
J. STRANGE SURVEY, ABSTRACT NUMBER 71

Being a tract or parcel containing 2.8951 acres of land situated in the J. Strange Survey, Abstract Number 7, Harris County, Texas, beingall of Arbor Street, as recorded in Volume 557, Page 80 of the Harris County Deed Records, said 2.895 acre tract being more particularly described by metes and bounds as follows (bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83);

BEGINNING at 1/2-inch iron rod with capfound marking the intersection of the southwest right-of-way line of North Street (60 feet wide) as recorded in Volume 24, Page 38 of the Map records of Harris County and the northwest right-of-way line of said Arbor street, for the east corner of Block 1 of Sterling's Baytown Addition, as recorded in Volume 557, Page 80 of the Harris County Deed Records, and the north corner of the herein described tract;

THENCE South 70°57'20" East, with the southwest right-of-way line of said North Street, a distance of 60.00 feet to the north corner of Block 2 of said Sterling's Baytown Addition for the east corner of the herein described tract;

THENCE South 19°02'40" West, with the northwest line of said Block 2, a distance of 2,088.81 feet to a 1/2-inch iron rod with cap found marking the intersection of the southeast right-of-way line of said Arbor Sreetand the northerly right-of-way line of Bayway Drive formally known as Market Street Drive (width varies) the west corner of said Block 2 and the south corner of the herein described tract;

THENCE South 85°17'49" West, with the northerly right-of-way line of said Bayway Drive, a distance of 65.55 feet to a 1/2-inch iron rod with cap found marking the intersection of the northwest right-of-way line of said Arbor Sreet and the northerly right-of-way line of said Bayway Drive, thesouth corner of said Block 1 and the west corner of the herein described tract;

THENCE North 19°02'40" East, with the southeast line of said Block 1,a distance of 2,115.21 feet to the **POINT OF BEGINNING** of the herein described tractand containing within these calls 2.895 Acres of land.

Paul Coyne

PAUL A. COYNE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6374



TETRA
LAND SERVICES
5304 ASHBROOK DR.
HOUSTON, TEXAS 77081
713.462.6100
www.TLSTX.com SURVEY@TLSTX.com
Texas Board of Professional Land Surveying
Registration License No. 10127500

7/20/2026

Gary Hartmann

Re: Request for LONO – Wooster St (ExxonMobil Properties)

To Whom It May Concern,

[Comcast entity], a [Delaware Limited Liability Company], herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced property dated [July 2026].

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat, subject to the following caveats.

This "No Objection" letter is based solely on Comcast Cable's review of the survey plat and Comcast Cable's preliminary review to confirm that it has no existing infrastructure or land use rights within the area described on the survey plat (the "Property"). Comcast Cable has not reviewed any declarations or other materials or filings related to the Property. If Comcast Cable does in fact have infrastructure or land use rights within the Property, this No Objection letter is deemed withdrawn, and Comcast Cable would require additional review before reissuing a No Objection letter.

This letter should not be construed to mean that the utility easements and layout shown on the plat are sufficient for Comcast Cable to provide service on the Property. In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable may require easements to provide service to the Property. This letter should not be construed to mean that Comcast waives any rights it may have under federal or state law to utilize the utility easements on the plat for Comcast Cable to provide service on the Property.

Upon completion of Comcast Cable's facility design, if so required, current dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, Comcast Cable will request easements from the developer, or its successors or assigns, to provide service to the Property.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street rights-of-way. Abandonment of any of the above requires a formal review, consent, and closure process. Further, by this letter, Comcast Cable provides no approval or

verification of any aspect of the survey, its compliance with law or industry standards or its effectiveness. Comcast makes no representations, warranties, agreements, waivers or grants of any kind, related to real property or otherwise, whether express or implied, and this letter does not modify any agreement between Comcast Cable and you or any third party. This letter is for your benefit only and should not be relied upon by third parties.

Please feel free to contact me with any questions you may have.

Sincerely,

Daniel Ortegon

Daniel_Ortegon@cable.comcast.com

Kimberly.Patterson

From: Hartmann, Gary W <gary.w.hartmann@exxonmobil.com>
Sent: Thursday, October 1, 2026 1:45 PM
To: Kimberly.Patterson
Subject: FW: Letter of No Objection (LONO)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Darris Johnson <djohnson@pslightwave.com>
Sent: Thursday, September 10, 2026 2:34 PM
To: Hartmann, Gary W <gary.w.hartmann@exxonmobil.com>
Subject: Re: Letter of No Objection (LONO)

Please accept this email exchange as a Letter of No Objection(LONO) from:

Pure Speed Lightwave, LLC.
5959 Corporate Dr. Ste #3300
Houston, Tx.

For ExxonMobil's planned purchase of the roads in the Wooster section of Baytown, near Bayway.

Please advise if a more formal format is necessary.

Thank you,

Darris Johnson | Maintenance Construction Manager

Mobile: 713-816-5854
Main: 832-615-8000
Fax: 713-510-1650

This electronic message contains information from PS Lightwave which may be privileged and confidential. The information is intended to be for the use of individual(s) or entity named above. If you are not the intended recipient, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic message in error, please notify me by telephone or e-mail immediately.

From: Hartmann, Gary W <gary.w.hartmann@exxonmobil.com>
Sent: Thursday, September 10, 2026 7:33 AM
To: Darris Johnson <djohnson@pslightwave.com>
Subject: FW: Letter of No Objection (LONO)

CAUTION: External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Darris,
Are you okay with the below? If so, please reply with no exception. If not, please let me know any concerns.
Thank you! Gary

From: Hartmann, Gary W
Sent: Thursday, September 3, 2026 9:25 PM
To: 'Darris Johnson' <djohnson@pslightwave.com>
Cc: Hessler, Diana <diana.hessler@exxonmobil.com>
Subject: Letter of No Objection (LONO)

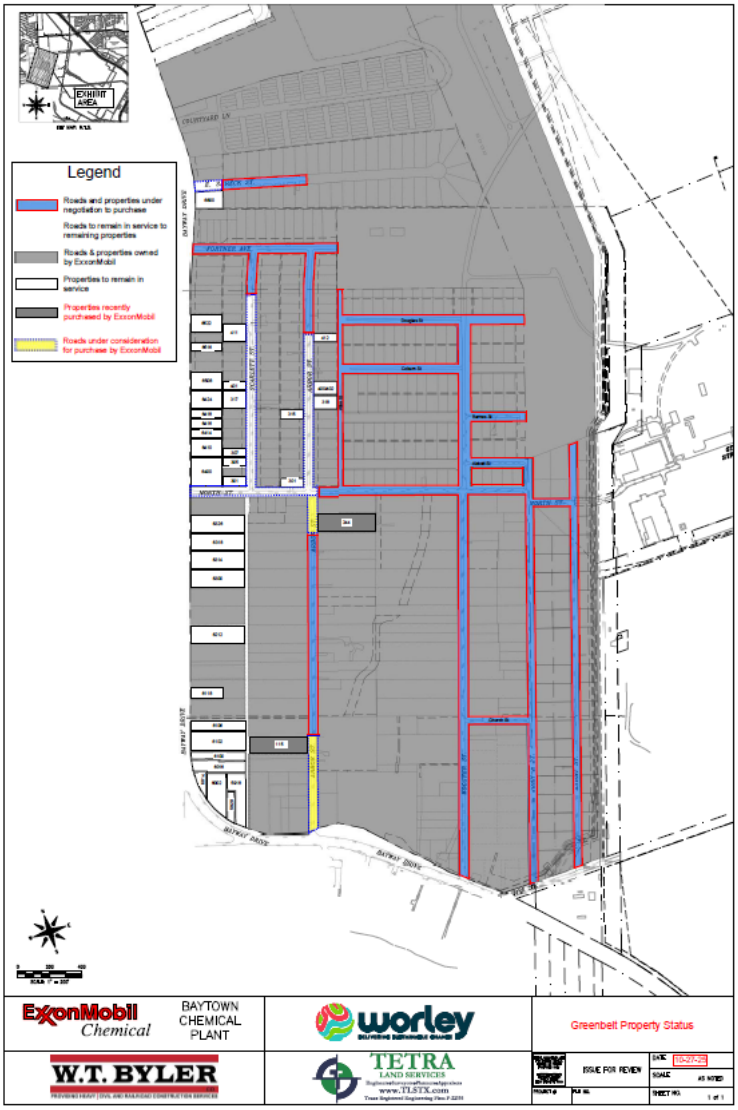
Darris
If you find an email for a LONO that you already sent, please resend to me.

Otherwise, please reply and confirm that PS Lightwave takes No Objection to ExxonMobil's planned purchase of the roads in the Wooster section of Baytown, near Bayway.
The City of Baytown will be able to de-annex the area once the title to the roads is conveyed to ExxonMobil.
Below is a map showing the planned road purchase.
By responding with "No Objection," you are acknowledging that

1. PS Lightwave, to the best of your knowledge, does not have active infrastructure (boxes, cable or fiber) in the area depicted
2. PS Lightwave has no land use needs or rights in the area depicted
3. If, in the future, PS Lightwave recognizes a need for land use in the area, PS Lightwave and ExxonMobil will evaluate easement options.

The roads in blue (with red outline) and yellow are the focus of the LONO request.

Best Regards,
Gary Hartmann
M 281 898 8460



From: Darris Johnson <djohnson@pslightwave.com>
Sent: Wednesday, June 24, 2026 10:39 AM
To: Hartmann, Gary W <gary.w.hartmann@exxonmobil.com>
Subject: Re: Letter of No Objection (LONO)

Cutover is scheduled for 6/26/2026 11PM-4AM, I can provide a LONO as well

Darris Johnson | Maintenance Construction Manager

Mobile: 713-816-5854
Main: 832-615-8000
Fax: 713-510-1650

5959 Corporate Dr. Suite 3300; Houston, TX 77036

A Certified Woman-O

24x7x365 Customer Support: 832-615-8000 | support@pslightwave.com

This electronic message contains information from PS Lightwave which may be privileged and confidential. The information is intended to be for the use of individual(s) or enti
are not the intended recipient, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic message in error
telephone or e-mail immediately.

From: Hartmann, Gary W <gary.w.hartmann@exxonmobil.com>
Sent: Wednesday, June 24, 2026 10:25 AM
To: Darris Johnson <djohnson@pslightwave.com>
Subject: Letter of No Objection (LONO)

CAUTION: External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Darris,
I realize that ya'll are still not cutover, **but can you tell me who to talk to for a LONO from PS Lightwave?**
We are working with City of Baytown to purchase the roads shaded in Blue and Yellow in attached. White roads will not be purchased.
So the LONO is a "no exception" to the purchase, acknowledging that your utilities are removed. (one they are fully demo'd).
I am seeking similar LONO's from Centerpoint and Comcast.

CITY COUNCIL MEETING 7. b.

Meeting Date: 10/08/2026
Subject: HIDTA - Server
Prepared for: John Stringer, Police **Prepared by:** Susan Freeman, Police
Department: Police

Information

ITEM
Consider an ordinance for HIDTA purchase of Dell server utilizing DIR contract.

PREFACE
Consider an ordinance for HIDTA purchase of Dell server not to exceed $76,578.41 utilizing DIR contract. The Houston HIDTA EOC server has reached end-of-life and is exhibiting hardware failures, requiring immediate replacement, while our SQL and web servers are also due for upgrades. Rather than purchasing three separate machines, the proposed Dell server will host all three functions as virtual servers on a single platform. This consolidation reduces hardware and maintenance costs while ensuring uninterrupted support for critical operations. This purchase will be made utilizing DIR-CPO-5792 contract.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	please see below
Source of Funds (Operating/Capital/Bonds):	Grant - HIDTA
Funds Budgeted Y/N:	Y
Amount Needed:	76,578.41

Fiscal Impact (Additional Information):
FPOHIDTA-USDEAHIDTA-MACH&EQUIP-HIDTA_2025

Attachments

Purchase of Dell Server DIR Cooperative Purchsing Contract.vh
Contract
Pricing Index
Terms and Conditions
Amendment 1
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SEVENTY-SIX THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND 41/100 DOLLARS ($76,578.41) TO DELL MARKETING LP, FOR THE PURCHASE OF DELL SERVER THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE PURCHASING CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown has entered into an interlocal cooperative contract with the Texas Department of Information Resources ("DIR") for cooperative purchasing; and

WHEREAS, the DIR's purchasing process includes posting the request on the Electronic State Business Daily (ESBD), gathering and reviewing the vendors' responses to the posting, negotiating with selected vendors, and managing vendor contracts; and

WHEREAS, such process, in combination with the interlocal cooperative contract, allows the City to purchase automated information systems 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 DIR contract through its interlocal cooperation contract, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of SEVENTY-SIX THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND 41/100 DOLLARS ($76,578.41) to Dell Marketing LP, for the purchase of a Dell server through the Texas Department of Information Resources cooperative purchasing contract. The quote for the server from Dell Marketing LP is attached as Exhibit “A” and incorporated by reference as if fully set forth herein.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

Dell Marketing L.P.

1 INTRODUCTION

1.1 Parties

This contract for Dell Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Dell Marketing L.P., a Texas Limited Partnership (hereinafter "Successful Respondent"), with its principal place of business at One Dell Way, Round Rock, TX 78664.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-582, on 9/06/2023, for Dell Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-582, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
   4. **Appendix C, Pricing Index**;
   5. **Appendix D, Service Agreement template**;
   6. **Appendix E, Master Operating Lease Agreement**;
   7. **Appendix F, Master Lease Agreement**;
   8. **Exhibit 1, RFO DIR-CPO-TMP-582**, including all Addenda; and

9. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-582, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-582 for Dell Branded Products and Related Services. At DIR's sole discretion, Successful Respondent may incorporate

changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided by Successful Respondent at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. DIR or an eligible Customer shall notify and provide evidence of better pricing to the Successful Respondent within ten (10) days of Successful Respondent providing a lower price as described in this Section to an eligible Customer, and Successful

Respondent shall inform DIR upon receiving such notice. This Contract shall be amended within ten (10) days to reflect such lower price, not retroactive to previous purchases.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be fifty hundredths of a percent (0.50%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $500.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. SOW Instructions; Resulting Purchase Orders must reference DIR contract number;
E. Warranty policies; and
F. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Joann Tamez
Dell Marketing L.P.
One Dell Way Round Rock, TX 78664
Phone: (512) 813-1905
joann_tamez@dell.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix E** of this Contract for

Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix F** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

1. Section 5.2, Ownership, is hereby replaced in its entirety with the following:

   5.2 Ownership

   This Contract does not contemplate, authorize, or support acquisition of custom software products or services or the creation of intellectual property. If Successful Respondent and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Successful Respondent decide to authorize customized software or hardware products or the creation of intellectual property, then the terms and conditions of ownership of intellectual property will be negotiated between the parties at such time.

2. Section 9.3(D) is hereby replaced in its entirety with the following:

   D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records,

whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If any audit by DIR reveals a Material Accounting Error, DIR may invoice Successful Respondent for actual and reasonable costs of such audit. Material Accounting Error means (a) with regard to audits of invoices, an aggregate variance from all applicable invoices of Successful Respondent reviewed during such audit in excess of 1% of the aggregate amount shown on all of the invoices reviewed during such audit; or (b) with regard to audits of fees, an aggregate underpayment of all fees due to DIR under this Contract during a Successful Respondent fiscal quarter in excess of 2%.

3. Section 10.1.1(A) is hereby replaced in its entirety with the following.

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:

i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;

ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;

iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful

Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and

iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

4. Section 10.1.2, Infringements, is hereby replaced in its entirety with the following:

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Successful Respondent shall have no liability under this section if the alleged infringement is caused by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Successful Respondent's written approval, or (iii) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

5. Section 11.2.3, Termination for Convenience, is hereby replaced in its entirety with the following:

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice. For qualifying products, Customer may return following receipt, in accordance with the Successful Respondent's Return Policy.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Dell Marketing L.P.

Authorized By: Signature on File

Name: Katherine Castillo

Title: Paralegal Advisor, Global Contracts Hub

Date: 4/2/2025 | 3:38 PM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 4/4/2025 | 1:40 PM CDT

Office of General Counsel:

Date: Initials on File 4/4/2025 | 1:28 PM CDT

DELL BRANDED PRODUCTS AND RELATED SERVICES		
CATEGORY	**SUBCATEGORY**	**DIR Customer Discount % off MSRP/LIST**
A	Wyse, Customer Kits (Dell-Branded Non-Tied Peripherals including some monitors), Dell-Branded Memory (Non-Tied), Dell Pro Rugged Laptops	18.00%
A	Commercial Chrome, Precision Desktops, Latitude, Precision Notebooks, OptiPlex, Dell Pro Laptops, Dell Pro Desktop, Dell Edu Laptops, Dell Pro Max Laptops, Dell Pro Max Desktops	28.00%
A	Telecom Hardware	16.00%
A	Dell Storage OEM, PowerEdge Servers, Software - Server & Other, Software – Storage	18.00%
A	Cloud Products	3.00%
F	Dell-Branded Toner & Accessories	3.00%
H	BTX, Pre-Built - Ready to Ship Systems	6.00%
S	Alienware Notebooks, Edge Software, Inspiron Notebooks, Vostro Notebooks, XPS Notebooks, Dell Laptops, Dell Desktops	4.00%
S	Converged Infrastructure, Data Protection Appliance, Data Protection Software, Data Security Solutions, Dell Networking, Dell Storage PS, Dell Storage SC, Dell|EMC, Hyper Converged Infrastructure, OEM Networking, Storage Entry, Storage High End, Storage Integrated Offer, Storage Mid-Range, Storage Unstructured	18.00%
S	Displays (Dell-Branded), Projectors/Monitors/Other Electronics (Dell-Branded)	18.00%
U	Spare Parts	0.00%
Z	Alienware Desktops, Inspiron Desktops, XPS Desktops	0.00%
R, Z, Z1, ZS	Services - i.e., CFI / Configuration Services SKUs, Deployment, VSOE, Custom, and System-Tied and Non-Tied (POS and APOS)	3.00%

N/A	APEX Branded Subscriptions* (incl. FlexOnDemand, Subscription and Consumption modes/solutions and Managed Service where applicable)	Custom



Department of Information Resources

DIR-CPO-5792 Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section 3 Definitions.

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
E. A local workforce development board created under Section 2308.253, Texas Government Code;
F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
I. A nonprofit organization that provides affordable housing.

3.5 Business day

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 DIR

Refers to the Texas Department of Information Resources.

3.7 Effective Date

Refers to the effective date of the Contract as set forth therein.

3.8 Invoice

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 Purchase Order

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 State

Refers to the State of Texas.

3.11 Statement of Work (SOW)

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 Subcontracting Plan

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 Modification of Contract Terms and/or Amendments

A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 Invalid Term or Condition

A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

(i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),

(ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,

(iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,

(iv) domain names,

(v) any copies, and similar or derivative works to any of the foregoing,

(vi) all documentation and materials related to any of the foregoing,

(vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and

(viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

a. by any Successful Respondent personnel or Customer personnel, or

b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

ii) any work of authorship, including any copyrights, moral rights or neighboring rights;

iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

iv) domain name registrations; and

v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
   i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
   ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.

B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.

i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.

ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.

iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

i) a list with description of products and/or services awarded;
ii) Successful Respondent contact information (name, telephone number and email address);
iii) instructions for obtaining quotes and placing Purchase Orders;
iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
v) a link to the DIR "Cooperative Contracts" webpage;
vi) the DIR logo in accordance with the requirements of Section 7.9; and
vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

A. the logo may not be modified in any way,
B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager's duties include but are not limited to:

A. monitoring compliance and management of the Contract,
B. advising DIR of Successful Respondent's performance under the Contract, and
C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager's duties shall include but are not limited to:

A. supporting the marketing and management of the Contract,
B. facilitating dispute resolution between Successful Respondent and Customers, and
C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum,: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.

B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.

C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.

D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Free payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section 9.3 Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval).

C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 Contract Administration Notification

A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
   i) Successful Respondent Contract Manager's name and contact information,
   ii) Successful Respondent sales representative name and contact information, and
   iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
   i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
   iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 **Property Damage**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 **Taxes/Worker's Compensation/Unemployment Insurance**

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;

xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

xx) if Successful Respondent is required to make a verification pursuant to Section 2276.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2275.0102, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and

xxv) all information provided by Successful Respondent is current, accurate, and complete.

C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section 10.4, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;
B. Independent Contractor coverage;
C. State of Texas, DIR, and Customer listed as an additional insured; and
D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of $1,000,000 per accident, $1,000,000 disease PER EMPLOYEE and $1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation;
B. Additional insured.

10.16 **Use of State Property**

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 **Immigration**

A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and

ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.

C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section 4.5.

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>

Amendment Number 1
to
Contract Number DIR-CPO-5792
between
State of Texas, acting by and through the Department of Information Resources
and
Dell Marketing L.P.

This Amendment Number **1 ("Amendment")** to **Contract** Number **DIR-CPO-5792** ("**Contract**") is between the Department of Information Resources (hereinafter "**DIR**") and Dell Marketing L.P. (hereinafter "**Successful Respondent**"). DIR and Successful Respondent agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix A, Standard Contract Terms and Conditions** Sections 10.4(B)(xxv) replaced in its entirety with the following:

   xxv) neither it, nor its holding companies or subsidiaries, is:
   (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
   (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
   (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
   (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; and

   xxvi) all information provided by Successful Respondent is current, accurate, and complete.

All other terms and conditions of the **Contract** as amended, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 5/20/2025 | 2:47 PM CDT.

Dell Marketing L.P.

Authorized By: Signature on File

Name: Katherine Castillo

Title: ParaLegal Advisor

Date: 4/30/2025 | 4:05 PM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/20/2025 | 2:47 PM CDT

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

HIDTA - Server

Project Name:

Company Name: Dell Marketing

Department: Police

Date: 09/24/2026 **Council Date:** 10/08/2026

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.

_____ 09/24/2026

Director of Finance Date

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

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

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

CITY COUNCIL MEETING 7. c.

Meeting Date: 10/08/2026

Subject: Consider an ordinance authorizing the award of the service agreement between HIDTA and the KACE Company LLC for an information technology administrator.

Prepared for: John Stringer, Police **Prepared by:** Susan Freeman, Police

Department: Police

Information

ITEM

Consider an ordinance authorizing the award of the service agreement between HIDTA and the KACE Company, LLC.

PREFACE

This proposed ordinance authorizes the award of a contract for an information technology administrator between HIDTA and the KACE Company LLC for an amount not to exceed $169,523.65. This bid was advertised on December 30, 2025, and
January 6, 2026. Bids were publicly opened at City Hall on January 20, 2026, at 10:00 am. The City received responses from 12 companies. After evaluating the received responses, KACE Company LLC was selected as the best value for the City.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	see below
Source of Funds (Operating/Capital/Bonds):	Grant-HIDTA
Funds Budgeted Y/N:	Y
Amount Needed:	169,523.65

Fiscal Impact (Additional Information):

FPOHIDTA-USDEAHIDTA-PROFSERVIC-HIDTA_2025

Attachments

Ordinance Awarding KACE Company for an information technology administrator to HIDTA
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF KACE COMPANY LLC FOR THE INFORMATION TERCHNOLOGY ADMINISTRATOR STAFF SERVICES, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED TWENTY-THREE AND 65/100 DOLLARS ($169,523.65); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City Council of the City of Baytown did authorize the Purchasing Department for the City of Baytown to advertise for bids for the information technology administrator staff services contract; and

WHEREAS, notice to bidders as to the time and place, when and where the bids would be publicly opened was published pursuant to the provisions of Chapter 252 of the Texas Local Government Code and advertised on December 30, 2025 and January 6, 2026; and

WHEREAS, all bids were opened and publicly read at City Hall at 10:00 a.m., on January 20, 2026, as per published notice to bidders; 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 accepts the bid of KACE Company LLC, for the information technology administrator staff services contract in an amount not to exceed ONE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED TWENTY-THREE AND 65/100 DOLLARS ($169,523.65) and authorizes payment thereof. The Agreement for Consulting Services with KACE Company LLC is attached as Exhibit "A" and is incorporated by reference as if fully set forth herein.

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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing the award of the service agreement between HIDTA and the KACE Company LLC for an information technology administrator.

Company Name: The KACE

Department: Police

Date: 10/01/2026 **Council Date:** 10/08/2026

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.

_____ 10/01/2026

Assist Director of Finance Date

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

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

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

CITY COUNCIL MEETING 7. d.

Meeting Date: 10/08/2026

Subject: Consider an ordinance authorizing the award of the annual Pharmaceutical and Medical Supply Contract to Bound Tree Medical, LLC.

Prepared for: Ryan Tucker, Fire **Prepared by:** Ryan Tucker, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing the award of the annual Pharmaceutical and Medical Supply Contract to Bound Tree Medical, LLC.

PREFACE

This proposed ordinance authorizes the award of the annual Pharmaceutical and Medical Supply Contract to Bound Tree Medical, LLC for an amount of $200,000.00, using the BuyBoard cooperative contract # 804-26. This contract allows for the purchase of pharmaceuticals and medical supplies to stock ambulances and fire trucks.

Fiscal Impact

Fiscal Year:	2026-2027
Acct Code:	10002023-52022
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$200,000
Fiscal Impact (Additional Information):	

Attachments

Ordinance for BuyBoard Purchase Fire Department Annual Pharmaceutical and Medical Supply Contract with Bound Tree Medical.vh

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE AWARD OF THE ANNUAL PHARMACEUTICAL AND MEDICAL SUPPLY CONTRACT TO BOUND TREE MEDICAL, LLC THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #804-26, AND AUTHORIZING PAYMENT NOT TO EXCEED TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00); 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 award of the annual pharmaceutical and medical supply contract to Bound Tree Medical, LLC through the purchasing cooperative BuyBoard Program, Contract #804-26, and authorizing payment not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00).

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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 7. e.

Meeting Date: 10/08/2026
Subject: Consider an ordinance authorizing the purchase of three (3) Ford Trucks for Public Works and Engineering through The Interlocal Purchasing System (TIPS) Cooperative Program
Prepared for: Carol Haddock, Public Works/Engineering/BAWA
Prepared by: Joseph Holmes, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of three (3) Ford Trucks from Silsbee Ford, through The Interlocal Purchasing System ("TIPS") Cooperative Program, for Public Works and Engineering.

PREFACE

This proposed ordinance authorizes the purchase of three (3) Ford Trucks from Silsbee Ford, through The Interlocal Purchasing System ("TIPS") Cooperative Program Contract #240901, for a total amount of $139,918.55.

The three (3) trucks will be for the Public Works and Engineering Department.

- Ford F150 Crew Cab $41,747.50 — New Unit for the Traffic Department
- Ford F150 Crew Cab V8 $47,480.75 — Replacement Unit for the Solid Waste Department
- Ford F250 Crew Cab $50,690.30 — Replacement Unit for the Drainage Department

Fiscal Impact

Fiscal Year: 2027
Acct Code: 12003013-56800
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $41,747.50
Fiscal Impact (Additional Information):
This vehicle will be assigned to the Traffic department

Fiscal Year: 2027
Acct Code: 54003015-56800
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $47,480.75
Fiscal Impact (Additional Information):
This unit will be assigned to the Solid Waste Department.

Fiscal Year: 2027
Acct Code: 55003181-56800
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $50,690.30
Fiscal Impact (Additional Information):
This unit will be assigned to the Drainage Department.

Attachments

Ordinance Authorizing Purchase of 3 Ford Trucks for PWE Department via TIPS Cooperative Purchasing Agreement
Quote - F150 Crew Cab - Silsbee Ford
Quote - F150 Crew Cab V8- Silsbee Ford
Quote - F250 Crew Cab - Silsbee Ford
Silsbee Ford Co-Op Contract #240901
Silsbee Ford - Award Letter - Exp. 11.30.2027
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED EIGHTEEN AND 55/100 DOLLARS ($139,918.55) TO SILSBEE FORD, THROUGH THE INTERLOCAL PURCHASING SYSTEM COOPERATIVE ("TIPS"), FOR THE PURCHASE OF THREE FORD TRUCKS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, The Interlocal Purchasing System Cooperative ("TIPS") is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment in the amount of ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED EIGHTEEN AND 55/100 DOLLARS ($139,918.55) to Silsbee Ford, through The Interlocal Purchasing System Cooperative ("TIPS") for the purchase of three Ford trucks for the Public Works and Engineering Department.

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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney



PRODUCT PRICING SUMMARY

TIPS USA 240901 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BAYTOWN
Contact: DAVID OYLER 832.262.1749
Email: DAVID.OYLER@BAYTOWN.ORG
Product Description: FORD F150 CREW CAB

Prepared by: RICK BROWN
Phone: 409.659.1555
Email: RBROWN.SILSBEEFLEET@GMAIL.COM
Date: August 31, 2026

A. **Bid Item:** W1K — **A. Base Price:** $ 43,995.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1K	2026 F150 CREW 4X2 5.5' BED	$ -		EXTERIOR - WHITE	$ -
YZ	EXTERIOR WHITE	$ -		INTERIOR - GRAY VINYL	$ -
AS	INTERIOR BLACK VINYL 40/20/40	$ -		BLUETOOTH	$ -
99P	2.7L V6 ECOBOOST TURBO	$ -		REVERSE SENSING	$ -
101A	EQUIPMENT 101A PKG	$ -		TRAILER HITCH	$ -
	REAR VIEW CAMERA	$ -	18B	PLATFORM RUNNING BOARDS	$ 250.00
	POWER EQUIPMENT	$ -			
	CRUISE	$ -			

Total of B. Published Options: $ 250.00

Published Option Discount (5%) $ (12.50)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** FLEET ADJUST $ (2,685.00)

G. **Additional Delivery Charge:** 100 **miles** $ 200.00

H. **Subtotal:** $ 41,747.50

I. **Quantity Ordered** 1 **x H =** $ 41,747.50

J. **Trade in:** $ -

K. **Total Purchase Price** $ 41,747.50



PRODUCT PRICING SUMMARY

TIPS USA 240901 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BAYTOWN
Contact: DAVID OYLER 832.262.1749
Email: DAVID.OYLER@BAYTOWN.ORG
Product Description: FORD F150 CREW CAB

Prepared by: RICK BROWN
Phone: 409.659.1555
Email: RBROWN.SILSBEEFLEET@GMAIL.COM
Date: August 31, 2026

A. Bid Item: W1K — **A. Base Price:** $ 43,995.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1K	2026 F150 CREW 4X2 5.5' BED	$ -		EXTERIOR - WHITE	$ -
YZ	EXTERIOR WHITE	$ -		INTERIOR - GRAY VINYL	$ -
AS	INTERIOR BLACK VINYL 40/20/40	$ -		BLUETOOTH	$ -
995	5.0L V8 ENGINE	$ 2,340.00		REVERSE SENSING	$ -
101A	EQUIPMENT 101A PKG	$ -		TRAILER HITCH	$ -
	REAR VIEW CAMERA	$ -	18B	PLATFORM RUNNING BOARDS	$ 250.00
	POWER EQUIPMENT	$ -			
	4X4 UPGRADE	$ 3,695.00			

Total of B. Published Options: $ 6,285.00

Published Option Discount (5%) $ (314.25)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

E. Lot Insurance (for in-stock and/or equipped vehicles): $ -

F. Contract Price Adjustment: FLEET ADJUST — $ (2,685.00)

G. Additional Delivery Charge: 100 miles — $ 200.00

H. Subtotal: $ 47,480.75

I. Quantity Ordered 1 x H = $ 47,480.75

J. Trade in: $ -

K. Total Purchase Price $ 47,480.75



PRODUCT PRICING SUMMARY

TIPS USA 240901 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BAYTOWN
Prepared by: RICK BROWN
Contact: DAVID OYLER 832.262.1749
Phone: 409.659.1555
Email: DAVID.OYLER@BAYTOWN.ORG
Email: RBROWN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD F250 CREW CAB
Date: August 31, 2026

A. **Bid Item:** W2A — **A. Base Price:** $ 49,109.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W2A	2027 F250 CREW CAB 4X2	$ -	Z1	EXTERIOR - WHITE	$ -
99A	6.8L V8 GAS	$ -	AS	INTERIOR - GRAY VINYL	
Z1	EXTERIOR WHITE	$ -	176WB	176" WB / 8' BED	$ 279.00
AS	INTERIOR GRAY VINYL 40/20/40	$ -	X3E	3.73 ELOCKING REAR	$ 430.00
	POWER EQUIPMENT GROUP/CRUISE	$ -			
18B	PLATFORM RUNNNING BOARDS	$ 445.00			
	TRAILER TOWING PKG	$ -			
52B	TRAILER BRAKE CONTROLLER	$ 300.00			

Total of B. Published Options: $ 1,454.00

Published Option Discount (5%) $ (72.70)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 100 **miles** $ 200.00

H. **Subtotal:** $ 50,690.30

I. **Quantity Ordered** 1 **x H =** $ 50,690.30

J. **Trade in:** $ -

K. **Total Purchase Price** $ 50,690.30

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

SILSBEE FORD INC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: SILSBEE FORD INC.

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Phone: 5124361313

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Authorized Signature: Seth Gamblin Date: 10/11/24

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 11/21/2024

240901
SILSBEE FORD INC.
Supplier Response

Event Information

Number: 240901
Title: Transportation Vehicles
Type: Request for Proposal
Issue Date: 9/5/2024
Deadline: 10/18/2024 03:00 PM (CT)
Notes: This bid is seeking the sale of ***vehicles only***. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210907 Automobiles ("210907") or 220304 Transportation Vehicles ("220304") , YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE SALES. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 210907 AND/OR 220304.

-

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210907 AND/OR 220304 WHICH COVERS ALL OF YOUR VEHICLE SALES AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SILSBEE FORD INC. Information

Contact: SETH GAMBLIN
Address: 1211 US HWY 96 NORTH
SILSBEE, TX 77656
Phone: (512) 436-1313
Fax: (409) 895-3884
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Web Address: silsbeefleetgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

SETH GAMBLIN
Signature

SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Email

Submitted at 10/17/2024 12:24:00 PM (CT)

Supplier Note

THANK YOU!

Requested Attachments

Vendor Agreement

240901 Vendor Agreement SILSBEE FORD 101124.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

240901 Vendor Agreement Signature Form SILSBEE FORD 101124.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240901 Pricing Form 1 SILSBEE FORD 101324.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

240901 Pricing Form 2 SILSBEE FORD 101324.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

240901 Required Confidentiality Claim Form SILSBEE FORD 101124.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

(3) Required Customer Reference Letters

REFERENCE LETTERS X4 SILSBEE FLEET GROUP 101724.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Current Form W-9

SILSBEE FORD FORD W-9 101324.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Automobiles, fleet vehicles, vehicles, cars, trucks.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

SETH GAMBLIN

7 Primary Contact Title

Primary Contact Title

FLEET SALES

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5124361313

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Glen Angelle

13 **Secondary Contact Title**

Secondary Contact Title

FLEET SALES

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

gangelle.cowboyfleet@gmail.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5124361313

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

SETH GAMBLIN

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

SETH GAMBLIN

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

24 **Company Website**

Company Website (Format - www.company.com)

SILSBEEFLEET.COM

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

1211 US HIGHWAY 96 NORTH

27 **Primary Address City**

Primary Address City

SILSBEE

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77565

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Automobiles, fleet vehicles, vehicles, cars, trucks. Transport

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

SILSBEE

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

TX

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

28

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, 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 this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or 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.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "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.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

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Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

75

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

76

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

77

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

78

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

79	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

82

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

83

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

84	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) 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. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
85	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the 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 of 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. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

86	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes, Vendor certifies
87	**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications** ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor certify? Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

95

2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

96

2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

97

2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

NO

98 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

No response

99 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

City of MANOR

Manor, Texas

Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

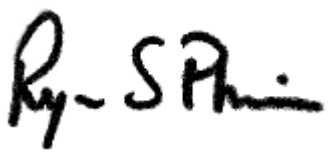
To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X



City of Roanoke

Roanoke, Texas

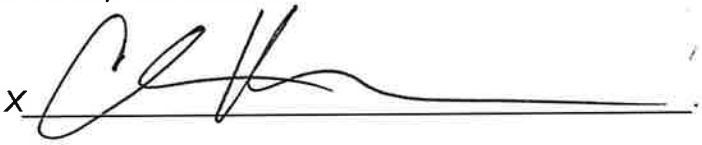
Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X 

City of Fort Worth

Fort Worth, Texas

Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X Ashley Kadra 10/14/24

Fort Bend County

Richmond, Texas

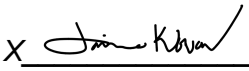
Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X.

TIPS CONTRACT 240901

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: SILSBEE FORD INC.

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Seth Gamblin

The Interlocal Purchasing System

Purchasing Made Personal

Printed: September 16, 2026

ilsbee Ford 2.Donalson Toyota of Silsbee 3.Lake Country Chevrolet 4.Donalson C

AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: sgamblin.silsbeefleet@gmail.com

PAYMENT TO

ADDRESS	**1396 HWY 327 E**
CITY	**SILSBEE**
STATE	**TX**
ZIP	**77656**

TIPS CONTACT

NAME	**Charlie Martin**
PHONE	**(866) 839-8477**
FAX	**(866) 839-8472**
EMAIL	**tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: **N** **HUB:** **N**

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

Overview

FLEET VEHICLES

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
240902	Transportation Vehicle Parts and Services	11/30/2027	Yes
240901	Transportation Vehicles	11/30/2027	Yes
260404	Fire Trucks, Ambulances, and Other First Responder Vehicles	06/30/2029	Yes

CONTACTS BY CONTRACTS

240902

Name	Title	Phone	Email
Seth Gamblin	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

240901

Name	Title	Phone	Email
SETH GAMBLIN	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

260404

Name	Title	Phone	Email
SETH GAMBLIN	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com
Holly Bussell	Admin Fee	(409) 895-3877	hbussell@silsbeefleet.com
HOLLY BUSSELL	Fleet Business Manager	(409) 895-3877	hbussell@silsbeefleet.com

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Vehicle Purchase - Three (3) Ford Trucks

Company Name: Silsbee Ford

Department: Public Works/Engineering/BAWA

Date: 09/23/2026 **Council Date:** 10/08/2026

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: 09/23/2026

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 7. f.

Meeting Date: 10/08/2026

Subject: Consider an ordinance authorizing the purchase of a 2026 Pipehunter Tandem Axel Trailer Jetter through the Buyboard Cooperative Purchasing Program

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

Prepared by: Joseph Holmes, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of one (1) 2026 Pipehunter Tandem Axel Trailer Jetter from Texas Underground, Inc., through the BuyBoard Cooperative Purchasing Program for Public Works.

PREFACE

This proposed ordinance authorizes the purchase of one (1) 2026 Pipehunter Tandem Axel Trailer Jetter from Texas Underground, Inc., through the BuyBoard Cooperative Purchasing Program Contract # 776-25, for a total amount of $91,930.00. It is for the Public Works Department.

This trailer has a Jetter wash system mounted on it that is used to maintain the flow in sewer lines. This Jetter wash trailer will be a replacement for the current equipment that has exceeded its reasonable mechanical abilities and life expectancy.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	55003181-56700
Source of Funds (Operating/Capital/Bonds):	Capital
Funds Budgeted Y/N:	Y
Amount Needed:	$91,930.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance authorizing purchase of Pipehunter Tandem Axel Trailer for Texas Underground via Buyboard Cooperative
Quote - Pipehunter Tandem Axel Trailer Jetter - Texas Underground, Inc.
Buy Board Renewal Letter & Contract #776-25 Texas Underground, Inc.
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) 2026 PIPEHUNTER TANDEM AXEL TRAILER JETTER FROM TEXAS UNDERGROUND, INC. THROUGH THE PURCHASING COOPERATIVE BUYBOARD PROGRAM, CONTRACT #776-25 FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT, AND AUTHORIZING PAYMENT IN AN AMOUNT OF NINETY-ONE THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS ($91,930.00); 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 one (1) 2026 Pipehunter Tandem Axel Trailer Jetter from Texas Underground, Inc. through the purchasing cooperative BuyBoard Program, Contract #756-24 for the Public Works and Engineering Department, and authorizing payment in an amount of NINETY-ONE THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS ($91,930.00).

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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Tandem Axle Trailer - 2,500 PSI @ 40 GPM

Pricing is Per Buyboard # 776-25

Quote Date: September 17, 2026
Customer: City of Baytown
Due Date: TBD
Dealer: Texas Underground

Salesman: David Mills
P.O. Number:

Part Number	Description	Quantity	Price	Total
WATER TANK				
	700 Gallon High-Density Polyethylene 12000 GVW	**1**	**Std.**	**Std.**
	500 Gallon High-Density Polyethylene 9995 GVW		Std.	Std.
9000-0103P	**Single Filler Assembly**	**1**	**Std.**	**Std.**
9000-0032P	**Main Tank Water Sight Gauge Side (1) Std**	**1**	**Std.**	**Std.**
9000-0106	**25' Fill Hose w Storage Rack**	**1**	**Std.**	**Std.**
9000-0032P	Main Tank Water Sight Gauge Rear		$ 175.00	$ -
9000-0092	Dual Filler Assembly		$ 310.00	$ -
3013-0010	**Hydrant Fill Strainer**	**1**	**$ 225.00**	**$ 225.00**
9000-0118	2" Aux. Drain Valve- Street Side Rear		$ 350.00	$ -
BAFFLEBALL	Baffle Balls		$ 500.00	$ -
WATER PUMP				
9000-0079	**2500 PSI @ 40 GPM Giant Water Pump**	**1**	**Std.**	**Std.**
9000-0079	3000 PSI @ 30 GPM Giant Water Pump		Std.	Std.
9000-0040	**Washdown System-43H with gun and 25ft hose**	**1**	**Std.**	**Std.**
9000-0059	**Air Purge**	**1**	**$ 185.00**	**$ 185.00**
	Antifreeze Package		$ 895.00	$ -
9000-0058	**Winter recirculation (not available on Jet Eye)**	**1**	**$ 295.00**	**$ 295.00**
9000-0060	Pulsation System		$ 695.00	$ -
	Pump doghouse enclosure- aluminum		$ 1,500.00	$ -
9000-0061	Multi-Flow Valve		$ 295.00	$ -
9000-0026	25' Retractable Hand Gun Reel w 25' x 1/2" hose		$ 1,450.00	$ -
9000-0094	Degreaser Injection System. 5 gallon w 12 pump		$ 2,500.00	$ -
ENGINE				
	Kohler 74 HP Tier 4 Final With Clutch	**1**	**Std.**	**Std.**
9000-0048	**Emergency Kill**	**1**	**Std.**	**Std.**
	15 Gallon Fuel Tank	**1**	**Std.**	**Std.**
	Electric Throttle	**1**	**Std.**	**Std.**
	Digital Gauge Package & Tachometer Low Pressure High	**1**	**Std.**	**Std.**
9000-0045	**Engine Shroud/ Belt Guard/ Fenders - *Aluminum***	**1**	**Std.**	**Std.**
9000-0134	Full Engine Enclosure w Access Doors - *Aluminum*		$ 1,500.00	$ -
	Fuel Gauge - Panel Mounted		$ 275.00	$ -
	Hydraulic Pressure Gauge		$ 275.00	$ -

PipeHunter, Inc. 16117 Galleon Road, Pearland, TX 77581 www.pipehunter.com - 800.373.1318

SINGLE JET HOSE REEL						
9000-0093	**800' x 3/4" Jet Hose Reel (Narrow Design)**	**1**		**Std.**		**Std.**
9000-0091	1,000' x 3/4" Jet Hose Reel		$	1,500.00	$	-
ARTICULATING REEL OPTION						
	Articulating Reel Option Hydraulic Powered Articulation	**1**	**$**	**4,200.00**	**$**	**4,200.00**
HOSE REEL ACCESSORIES						
	Standard Level Wind 3/4"			**Std.**		**Std.**
	Standard Level Wind 1/2"			Std.		Std.
	Double Roller Levelwind 45 Degree 3/4" - Upgrade	**1**	**$**	**395.00**	**$**	**395.00**
9000-0006	Manual Footage Counter 3/4"		$	712.00	$	-
9000-0006	Manual Footage Counter 1/2"		$	712.00	$	-
3004-3202	Level Wind w/ Counter 3/4		$	812.00	$	-
	Digital Footage Counter		$	3,500.00	$	-
	Auto Lube	**1**	**$**	**200.00**	**$**	**200.00**
HOSE OPTIONS (per foot) Minimum 400 foot jet hose with 10 foot leader- 400, 600,800 increments						
3009-4522	**Leader hose 3/4"-per foot**	**10**	**$**	**13.00**	**$**	**130.00**
4625-12-XXX	**3/4" Jet Hose per foot Piranha Only Per Ft.**	**600**	**$**	**4.15**	**$**	**2,490.00**
3007-7000	**3" Tiger Tail (1) Std**	**1**	**$**	**85.00**	**$**	**85.00**
NOZZLE OPTIONS- Std. Hose Reel Nozzles						
	Nozzle Rack(1) 3/4"	**1**		**Std.**		**Std.**
	15 Degree Nozzle(1) 3/4"	**1**		**Std.**		**Std.**
	30 Degree Nozzle(1) 3/4"	**1**		**Std.**		**Std.**
	Nozzle Skid Assy 6"(1) 3/4"	**1**		**Std.**		**Std.**
	Red Dawg - Copperhead Nozzle	**1**	**$**	**1,850.00**	**$**	**1,850.00**
HP Nozzle	**Red Dawg Large Chisel**	**1**	**$**	**520.00**	**$**	**520.00**
ELECTRICAL OPTIONS						
	Arrowstick w Control Box & Mounting Bracket LED		**$**	**2,300.00**	**$**	**-**
	Light - Strobe Flat Qty 4 ea. Corner	**1**	**$**	**1,200.00**	**$**	**1,200.00**
	Light - Strobe Light w/Limb Guard LED		$	450.00	$	-
	Light - Rotating Beacon Light w/Limb Guard	**1**	**$**	**450.00**	**$**	**450.00**
9000-0011	Light - Hand Held Spot Light		$	250.00	$	-
9000-0066	Light - Hand Held Spot With Reel		$	350.00	$	-
	Light - Low Water Warning Light	**1**	**$**	**205.00**	**$**	**205.00**
9000-0030P	Light - Low Water Warning Alarm		$	250.00	$	-
	Light - Panel Light LED		$	120.00	$	-
	Light - Work Light-(Control panel) LED		$	200.00	$	-
9000-0024	Light - Work Light (Engine-Pump area) LED		$	200.00	$	-
9000-0024	Light - Work Light (Arrowstick DS) LED		$	200.00	$	-
9000-0024	Light - Work Light (Arrowstick PS) LED		$	200.00	$	-
9000-0010	12 volt power outlet on Control Panel		$	120.00	$	-
9000-0112	**L.E.D. Upgrade Marker and Tail Lights Only**	**1**	**$**	**250.00**	**$**	**250.00**
REMOTE CABLE PENDANT OR WIRELESS REMOTE						

9000-0002P	Remote Pendant System, with Emergency Kill, Electric Throttle, (add Electric Throttle) Reel In/ Out 25 FT Cord		$	3,000.00	$	-
	Wireless Remote- Electric Throttle, Emergency Kill, Reel in/out		$	4,800.00	$	-
	OPTIONS BELOW AVAILABLE FOR REMOTE PENDANT OR WIRELESS REMOTE					
	Water Off/ON-Hydraulic actuator Pendant are Wireless		$	2,500.00	$	-
TOOL BOX OPTIONS (Aluminum Diamond Treadplate Construction)						
7600-0661	**Locking, (Drawbar) - *Aluminum* 52" x 26" x 15.5"**	**1**		**Std.**		**Std.**
	Locking, DS Frame Toolbox - *Aluminum* 48" x 12" x 12" Side Mount		$	790.00	$	-
	Locking, DS Fender Toolbox - *Aluminum* 36" x 9" x 12"		$	570.00	$	-
3004-7022	Rubber Decking EA. BOX		$	150.00	$	-
ACCESSORIES						
	Garden Hose Reel 100' Capacity w/ 50' garden hose		$	795.00	$	-
3007-8001	**Hydrant Wrench**	**1**	**$**	**100.00**	**$**	**100.00**
3008-0511	Manhole Hook		$	100.00	$	-
9000-0127	Lateral Reel Cart200' Cap. with 150' x 1/2" jet hose,ball valve, button nozzle w mounting brkt		$	2,300.00	$	-
	Manhole - Lower Shoe W (4) 6' FIBERGLASS POLE SET		$	675.00	$	-
8401-1401	Manhole - Upper Roller Aluminum		$	500.00	$	-
7600-0278	**Traffic Cone Rack - Deck Mount**	**1**	**$**	**150.00**	**$**	**150.00**
7600-0278	Traffic Cone Rack - Reel Deck Mount		$	150.00	$	-
MANUALS						
3023-0002	**PipeHunter Operator's, Engine, Parts Manuals USB Driv**	**1**		**Std.**		**Std.**
FRAME & AXLE						
	6" Frame	**1**		**Std.**		**Std.**
	Dual #6000 Axles W/Electric Brakes 2 5/16 Hitch 3 positi	**1**		**Std.**		**Std.**
	DOT LIGHTING PACKAGE	**1**		**Std.**		**Std.**
3007-2012	Pintle Hitch		$	181.00	$	-
	Hydraulic Brakes (Tand Axle Trailer)		$	2,500.00	$	-
	Dual 7,000# GVWR Axles - Upgrade		$	2,400.00	$	-
LINER OPTION						
	PipeHunter Speed Liner Frame & Reel	**1**		**Std.**		**Std.**

Liner Color: *Black*

Quoted By: David Mills 9 17 2026

Total Options:	$	12,930.00
Base Price:	$	79,000.00
Sub Total:	$	91,930.00
ATD Total:	$	-
Subtotal:	$	91,930.00
	$	-
Freight:		

Ship Method:

Fees & Misc.:

Total: **$ 91,930.00**

Pricing is per BuyBoard Contract #776-25 and Includes all Fees & Delivery

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Terms: MUNICIPAL (NET 30) CONTRACTORS (COD)

Signature: _____ **Date:** _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 16, 2026

Sent via email to: sales@pipehunter.com

Stan Stoneman
Texas Underground, Inc. dba Underground, Inc.
1617 Garden Rd.
Pearland TX 77581

Re: Sewer Inspection and Cleaning Products
BuyBoard Contract 776-25

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Sewer Inspection and Cleaning Products, Contract 776-25 effective October 1, 2025 through September 30, 2026, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 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

Endorsed by:

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Stan Stoneman
Texas Underground, Inc.
1617 Garden Rd.
Pearland, TX 77581

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 776-25, Sewer Inspection and Cleaning Products

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2025, through September 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. 776-25 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:

Electronic Delivery

Stan Stoneman
Texas Underground, Inc.
1617 Garden Rd.
Pearland, TX 77581

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 776-25, Sewer Inspection and Cleaning Products

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2025, through September 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 776-25 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 National 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 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,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Sewer Inspection and Cleaning Products	**Proposal Due Date/Opening Date and Time** March 20, 2025, at 4:00 PM
Proposal Invitation Number 776-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term October 1, 2025, through September 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** July 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.

Texas Underground, Inc. Name of Proposing Company	3-18-2025 Date
1617 Garden Rd. Street Address	 Signature of Authorized Company Official
Pearland, TX 77581 City, State, Zip	Stan Stoneman Printed Name of Authorized Company Official
281-485-9513 Telephone Number of Authorized Company Official	VP Position or Title of Authorized Company Official
 Fax Number of Authorized Company Official	76-0201375 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: SK

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: PipeHunter is a trademarked and copyright protected trade name.

(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: SM

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

Texas Underground, Inc.

Company Name

Signature of Authorized Company Official

Stan Stoneman

Printed Name and Title

3-18-2025

Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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:

Texas Underground, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0201375
*(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.)* PipeHunter Equipment

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.)

TEXAS UNDERGROUND, INC.

2 Business name/disregarded entity name, if different from above.

DBA UNDERGROUND, INC.

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.

1617 GARDEN ROAD

6 City, state, and ZIP code

PEARLAND, TEXAS 77581-8730

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	6	–	0	2	0	1	3	7	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** Rachel A. Ramos **Date** 01/02/2025

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

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: $_____. (The period of the 12-month period is _____/_____). 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)	Y	15	
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	Y	Florida Sheriffs Association, 3 Years	

☐ **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 (%): 5 **Proposed Discount (%):** 5

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.	City of Baytown, TX	David Oyler	281-420-5395.	david.oyler@baytown.org	5%.	$70,000
2.	Green Valley Special Utilitid District	Raymond Loera.	210-372-2223	raymondl@gvsud.org.	5%	$500,000
3.	City of Garland, TX	Chris Vanderslice	972-693-2250	CVanders@garlandtx.gov.	5%.	$700,000
4.	City of Robstown, TX	Steve Mungia.	361-291-8888	steve@robstownutilities.com.	5%	$400,000
5.	City of Dallas, TX.	Keith Bryant	214-671-9615	Keith.Bryant@dallas.gov.	5%	$400,000

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.)

Texas Underground Company Profile

Texas Underground is a family owned and operated manufacturing company. Our team has been manufacturing sewer cleaning equipment since September 1986. Our family has been part of the equipment landscape here in Texas for many years.

Powerful Sewer Cleaning Equipment You Can Depend On
Manufactured in Texas for over 30 years, PipeHunter has developed a reputation for building reliable, simple and powerful equipment throughout the sewer cleaning industries. From municipalities to contractors, PipeHunter has the tools and support you need to get the job done.

From combination trucks down to easement machines, we will work to customize the unit for your exact needs. We will work with you down to the last detail on things like hose length, water capacity, tool boxes, pump flow and chassis specifications.

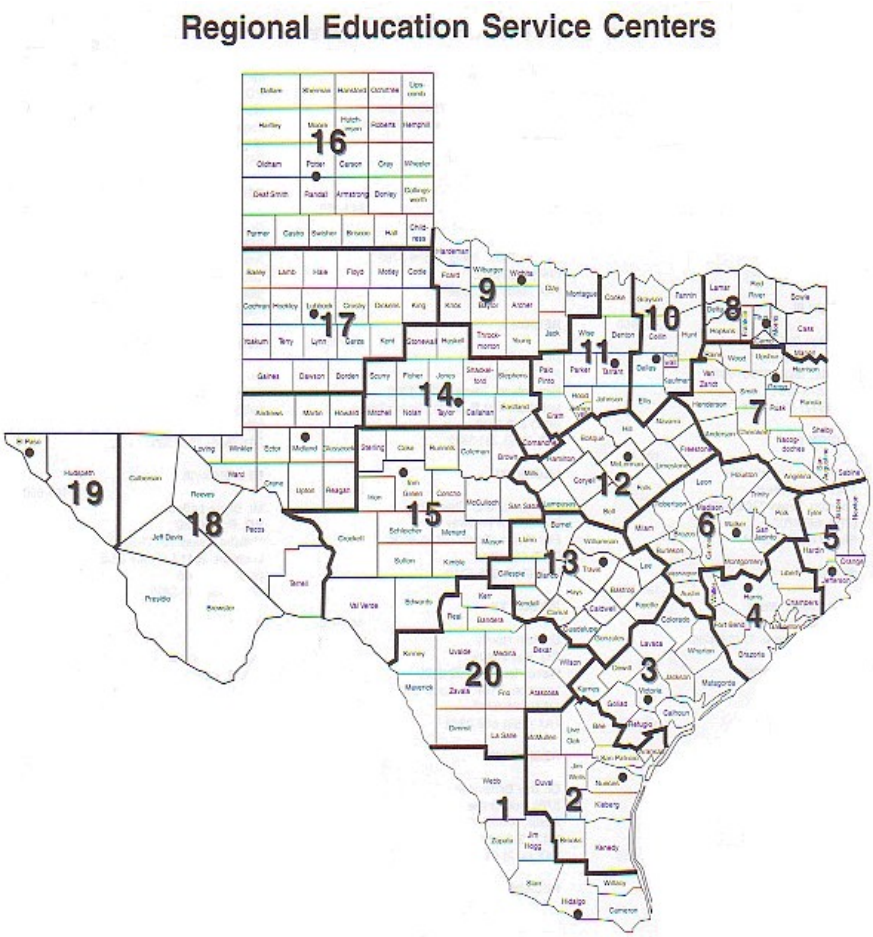
At PipeHunter we stand behind our equipment long after the day you make your purchase. With an experienced support team working hard behind the scenes, our team will work with you to make sure your PipeHunter remains running efficiently.

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

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same 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.

Texas Underground, Inc.	776-25
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Stan Stoneman Printed Name of Authorized Company Official

3-18-2025
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)

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)**

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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.

Texas Underground has been in business for 38 years in Pearland, TX. Our company is not currently for sale. We are not currently in negotiations to alter our ownership structure or sell the company.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We have several seasoned staff inside that help manage any aspect of this contract. Our team is fluent with the nuances of national purchasing contracts in the process of marketing to municialities, special utlitity districts, water boards, counties, electrical and water co-ops.

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.

Our inside and outside teams have been calling on governmental agencies for 38 years. We sell directly and through distributors all across the USA. Independent sales reps still work through Texas Underground to secure sales and secure proper documentation to support sale. We regularly advertise that we participate and offer the use of this contract to help secure sales and save end users money.

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.

Texas Underground has used the same local bank, Regions Bank, for the last 25 years. We don't have any bankrupcies or bad debts. We have no ongoing legal cases related to fianancial stablity.

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.

None judgements or loans that we are in default. Good standing with all of our lenders.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

Section I: Sewer Cleaning Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Combination Sewer Cleaners, Single Engine, Attachments, Accessories, and related products.**
2. Discount (%) off catalog/pricelist for **Combination Sewer Cleaners, Dual Engine, Attachments, Accessories, and related products.**
3. Discount (%) off catalog/pricelist for **Jetter Units, Attachments, Accessories, and related products.**
4. Discount (%) off catalog/pricelist for **Trailer Jetter Units, Attachments, Accessories, and related products.**
5. Discount (%) off catalog/pricelist for **Vacuum Excavation Equipment and related products.**
6. Discount (%) off catalog/pricelist for **Catch Basin Cleaners, Attachments, Accessories, and related products.**
7. Discount (%) off catalog/pricelist for **All Other Sewer Cleaning Equipment, Attachments, Accessories, and related products.**

Section II: Sewer Inspection Equipment, Products, and Supplies

8. Discount (%) off catalog/pricelist for **Portable Mini Sewer Inspection Systems, Attachments, Accessories, and related products.**
9. Discount (%) off catalog/pricelist for **Mainline Portable Mini Sewer Inspection Systems, Attachments, Accessories, and related products.**
10. Discount (%) off catalog/pricelist for **Lateral and Mainline Sewer Inspection Systems, Attachments, Accessories, and related products.**
11. Discount (%) off catalog/pricelist for **Vehicle/Trailer Mounted TV Sewer Inspection and Rehabilitation Systems, Attachments, Accessories, and related products.**
12. Discount (%) off catalog/pricelist for **Sewer Inspection Cameras, Attachments, Accessories, and related products.**
13. Discount (%) off catalog/pricelist for **Sewer Inspection Camera Transporters, Attachments, Accessories, and related products.**
14. Discount (%) off catalog/pricelist for **Portable Video Inspection Cameras, Attachments, Accessories, and related products.**
15. Discount (%) off catalog/pricelist for **Lateral Cleaning Systems, Attachments, Accessories, and related products.**
16. Discount (%) off catalog/pricelist for **Lateral Reinstatement Cutters, Attachments, Accessories, and related products.**
17. Discount (%) off catalog/pricelist for **Profiling Systems, Attachments, Accessories, and related products.**
18. Discount (%) off catalog/pricelist for **Gravity Pipeline Inspection Systems, Attachments, Accessories, and related products.**
19. Discount (%) off catalog/pricelist for **Pipeline Condition Assessment Software and related products.**
20. Discount (%) off catalog/pricelist for **All Other Sewer Inspection Systems, Attachments, Accessories, and related products.**

Section III: Repair and Replacement Parts

21. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Sewer Cleaning and Inspection Equipment.**

Section IV: Sewer Line Cleaning and Inspection Services

22. Discount (%) off catalog/pricelist for **CCTV Sewer Line Inspection Services and Line Cleaning Services**.

Section V: Installation and Repair Service

23. **Hourly Labor Rate for Installation/Repair Service of Sewer Cleaning, Inspection Products, Equipment and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Service of Pipeline Condition Assessments, Products, Equipment and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **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.*

Texas Underground, Inc. Information

Address: 1617 Garden Road
Pearland, TX 77581
Phone: (800) 373-1318
Fax: (281) 485-5953
Toll Free: (800) 373-1318
Web Address: www.texasundergroundinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Stan Stoneman
Signature

stan@pipehunter.com
Email

Submitted at 3/20/2025 02:59:45 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 776-25, Sewer Inspection and Cleaning Products

Proposal No. 776-25.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)

Texas Underground_776-25_20250320.pdf

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

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Company Profile

Texas Underground Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9_2025.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

CIQ - TXU.pdf

Completed Conflict of Interest Form

COI.pdf

Certificate of Insurance

Bid Attributes

1	**Name of Proposing Company (Legal 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. 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. Texas Underground, Inc.
2	**Vendor Business Name** Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. PipeHunter Equipment
3	**Vendor Mailing/Street Address** Vendor Mailing/Street Address 1617 Garden Rd.
4	**Vendor Mailing/Street Address - City** Vendor Mailing/Street Address - City Pearland
5	**Vendor Mailing/Street Address - State** Vendor Mailing/Street Address - State (Abbreviate State Name) TX
6	**Vendor Mailing/Street Address - Zip Code** Vendor Mailing/Street Address - Zip Code 77581
7	**Federal Identification Number** Federal Identification Number 76-0201375
8	**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

9 **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

10 **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

11 **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)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **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*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

Stan

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Stoneman

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

stan@pipehunter.com

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

1617 Garden Rd.

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Pearland

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77581

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

281-485-9513

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

28 **Company Website**

Company Website (www.XXXXX.com)

www.pipehunter.com

29 **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

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

sales@pipehunter.com

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Stan

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Stoneman

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

281-485-9513

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

timd@pipehunter.com

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Tim

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Doughty

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

832-304-1094

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **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

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

sales@pipehunter.com

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Stan

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Stoneman

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

281-485-9513

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

timd@pipehunter.com

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Tim

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Doughty

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

832-304-1094

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **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**.

53 **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

54 **Invoice Company Name**

Invoice Company Name

Texas Underground, Inc.

55 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Accounts

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Payable

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1617 Garden Rd.

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Pearland

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77581

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

281-485-9513

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

ap@pipehunter.com

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

timd@pipehunter.com

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

75 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

77 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

78 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

79 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

80 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

81 **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

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

Buyboard

83 **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

84 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **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.

87 **Company Name**

Company Name

Texas Underground, Inc.

88 **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

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107 **Region 19**

Region 19 - El Paso

☐ *Region 19*

108 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

109 **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.*

110 **Company Name**

Company Name

Texas Underground, Inc.

111 **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 serve all states in the United States

112 **Alabama**

Alabama

☐ *Alabama*

113 **Alaska**

Alaska

☐ *Alaska*

114 **Arizona**

Arizona

☐ *Arizona*

115 **Arkansas**

Arkansas

☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Sewer Cleaning Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Combination Sewer Cleaners, Single Engine, Attachments, Accessories, and related products**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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2 **Section I: Sewer Cleaning Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Combination Sewer Cleaners, Dual Engine, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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3 **Section I: Sewer Cleaning Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Jetter Units, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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4 **Section I: Sewer Cleaning Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Trailer Jetter Units, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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5 **Section I: Sewer Cleaning Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Vacuum Excavation Equipment and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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6 **Section I: Sewer Cleaning Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Catch Basin Cleaners, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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7 **Section I: Sewer Cleaning Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **All Other Sewer Cleaning Equipment, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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8 **Section II: Sewer Inspection Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Portable Mini Sewer Inspection Systems, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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9 **Section II: Sewer Inspection Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Mainline Portable Mini Sewer Inspection Systems, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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10 **Section II: Sewer Inspection Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Lateral and Mainline Sewer Inspection Systems, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Vehicle/Trailer Mounted TV Sewer Inspection and Rehabilitation Systems, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Sewer Inspection Cameras, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Sewer Inspection Camera Transporters, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Portable Video Inspection Cameras, Attachments, Accessories, and related products.** 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

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Lateral Cleaning Systems, Attachments, Accessories, and related products.** 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

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Lateral Reinstatement Cutters, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Profiling Systems, Attachments, Accessories, and related products.** 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

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Gravity Pipeline Inspection Systems, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Pipeline Condition Assessment Software and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Sewer Inspection Equipment, Products, and Supplies

Discount (%) off catalog/price list for **All Other Sewer Inspection Systems, Attachments, Accessories, and related products.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section III: Repair and Replacement Parts

Discount (%) off catalog/price list for **Repair/Replacement Parts for Sewer Cleaning and Inspection Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section IV: Sewer Line Cleaning and Inspection Services

Discount (%) off catalog/price list for **CCTV Sewer Line Inspection Services and Line Cleaning Services.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

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".

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Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Sewer Cleaning, Inspection Products, Equipment and Related Items - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $155.00 Total: $155.00

24	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Pipeline Condition Assessments, Products, Equipment and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate Price: $155.00 Total: $155.00

Response Total: $310.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Equipment Purchase - Pipehunter Tandem Alex Trailer Jetter

Company Name: Texas Underground, Inc.

Department: Public Works/Engineering/BAWA

Date: 09/23/2026 **Council Date:** 10/08/2026

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 Kerr — 09/23/2026

Director of Finance — Date

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

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

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

CITY COUNCIL MEETING 7. g.

Meeting Date: 10/08/2026

Subject: Consider an ordinance authorizing the purchase of one (1) John Deere 310 G-Tier Backhoe Loader through the Sourcewell Cooperative Purchasing Program

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

Prepared by: Joseph Holmes, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of one (1) John Deere 310 G-Tier Backhoe Loader from Doggett Heavy Machinery Services, LLC., through the Sourcewell Cooperative Purchasing Program.

PREFACE

This proposed ordinance authorizes the purchase of one (1) John Deere 310 G-Tier Backhoe Loader from Doggett Heavy Machinery Services, LLC, through the Sourcewell Cooperative Purchasing Contract #011723-JDC for a total amount of $112,000.00. The Backhoe Loader will be for the Public Works and Engineering Department.

This backhoe loader will be a replacement for the current equipment that has exceeded its reasonable mechanical abilities and life expectancy. This backhoe loader will be used for water leak repairs throughout the City.

Fiscal Impact

Fiscal Year: 2027

Acct Code: 51003160-56700

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

Funds Budgeted Y/N: Y

Amount Needed: $112,000.00

Fiscal Impact (Additional Information):

Please move to consent upon approval.

Attachments

Ordinance Authorizing Purchase of John Deere Backhoe Loader from Dogget Heavy Machinery via Sourcewell Cooperative
Quote - Backhoe Loader - Doggett Heavy Machinery, LLC
Sourcewell Co-Op Contract #011723-JDC
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT OF ONE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS ($112,000.00) TO DOGGETT HEAVY MACHINERY SERVICES, LLC, THROUGH THE PURCHASING COOPERATIVE, SOURCEWELL, CONTRACT # 011723-JDC, FOR THE PURCHASE OF ONE (1) JOHN DEERE 310 G-TIER BACKHOE LOADER; 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 Sourcewell Cooperative Contract Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment in an amount of ONE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS ($112,000.00) to Doggett Heavy Machinery Services, LLC, through the Sourcewell Cooperative Contract #011723-JDC, for the purchase of one (1) John Deere 310 G-Tier Backhoe Loader.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

DOGGETT

JOHN DEERE

Prepared For

DAVID OYLER

CITY OF BAYTOWN

2401 MARKET ST

BAYTOWN, TX 775206204

(832) 262-1749

DAVID.OYLER@BAYTOWN.ORG

Prepared By

Patrick Nickerson

Doggett Heavy Machinery

9111 North Freeway

Houston, TX 77037

281-685-8634

patrick.nickerson@doggett.com

Quote Id 1753631

Creation Date 30-Mar-2026

Expiration Date 31-Dec-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
310 G-Tier Backhoe Loader	**$177,679.00**	**$112,000.00**	**1**	**$112,000.00**
Sourcewell Contract # 011723-JDC				**$0.00**
City of Baytown Sourcewell Member # 94196				**$0.00**
Extended Warranty				**$0.00**
310 G, Powertrain And Hydraulics, 4000 Total Hours or 48 Total Months, 0 Deductible Date Quoted : 12-Mar-2026				
Equipment Total				**$112,000.00**

Quote Summary	
Total Selling Price	$112,000.00
Total Taxable Equipment Fees	$0.00
Sub-total	**$112,000.00**
*Total Non-Taxable Equipment Fees	$0.00
Rental Applied	$0.00
Total Amount Due	**$112,000.00**
Down Payment	$0.00
Balance Due	**$112,000.00**

Salesperson : X _____ **Accepted By : X** _____

DOGGETT

JOHN DEERE

Selling Equipment

Quote # 1753631

Customer CITY OF BAYTOWN

310 G-Tier Backhoe Loader

QTY In Group : 1

Equipment Notes	Sales Price $112,000 - for quantities 1-5 Sales Price $105,000 - for quantities 6 +
Hours	- - -
Serial Number	- - -
Stock Number	- - -
PUK Parent Serial #	- - -

Suggested List

$177,679.00

Selling Price

$112,000.00

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
17A1T	310 G-Tier Backhoe Loader	1	$162,837.00	$162,837.00

Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	$0.00	$0.00
0351	Translated Text Labels	1	$0.00	$0.00
0259	English	1	$0.00	$0.00
0606	Level 2 Cab	1	$1,737.00	$1,737.00
0650	Less Performance Package	1	$0.00	$0.00
0950	Less Vision System	1	$0.00	$0.00
1210	Premium Package Radio	1	$538.00	$538.00
183N	JDLink™	1	$0.00	$0.00
3010	Manual Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential	1	$0.00	$0.00
5247	Galaxy 19.5L-24 12PR Rear & 12-16.5 R4 12PR Front	1	$0.00	$0.00
6152	Single Battery with Disconnect and Jump Post	1	$444.00	$444.00
6751	Standard Dipperstick	1	$0.00	$0.00
6572	Heavy-Duty Bumper - For Machines without a Front Counterweight	1	$250.00	$250.00
7000	No Auxiliary	1	$0.00	$0.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	$3,195.00	$3,195.00

7037	Two-Function Loader Hydraulics, Single Lever	1	$0.00	$0.00
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1	$2,373.00	$2,373.00
7700	Less Coupler - Less Thumb	1	$0.00	$0.00
7870	86 in. (2.18 m.) General Purpose Bucket, 1.31 cu. yd. (1.00 cu. m.)	1	$4,869.00	$4,869.00
8075	Diagnostic Oil Sampling Ports	1	$509.00	$509.00
8226	LED 4-Corner Beacon Lights	1	$657.00	$657.00
Total Base / Options			**$177,409.00**	**$177,409.00**

Dealer Attachments

Code	Description	Qty	List Price	Adjusted Selling Price
BYT13708	License Plate Bracket and Light	1	$155.00	$155.00
BYT13706	Slow Moving Vehicle Emblem	1	$115.00	$115.00
Total Dealer Attachments			**$270.00**	**$270.00**

Customer Discounts

Description	Discount Amount
	($65,679.00)
Total Discounts	**($65,679.00)**

Value Added Services

Description	Qty	Agreed Price
Extended Warranty	1	$0.00
Sourcewell Contract # 011723-JDC	1	$0.00
City of Baytown Sourcewell Member # 94196	1	$0.00
Total Value Added Services		**$0.00**
Selling Price Subtotal		**$112,000.00**
Total Selling Price		**$112,000.00**

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Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

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Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

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18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...

Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	John Deere Shared Services LLC
Does your company conduct business under any other name? If yes, please state:	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
Address:	1300 River Drive Moline, IL 61265
Contact:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Phone:	309-207-0431
HST#:	36-2382580

Submission Details

Created On:	Monday November 28, 2022 09:24:58
Submitted On:	Thursday January 12, 2023 14:48:05
Submitted By:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Transaction #:	17731346-34ec-484a-83d5-3fc1c1f49270
Submitter's IP Address:	165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21	*
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265	*
6	Proposer website address (or addresses):	www.deere.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf	*

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.	*

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGradeTM grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts… of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	
72	Motor Graders	(•) Yes ( ) No	
73	Wheeled and tracked excavators	(•) Yes ( ) No	
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	-' /ink Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
- Financial Strength and Stability - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
- Standard Transaction Document Samples - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
- Upload Additional Document - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

Docusign Envelope ID: 2B1BB6F1-9C20-42A6-9196-DBF9E1031662

AMENDMENT #1
TO
CONTRACT # 011723-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales** now known as John Deere Construction Retail Sales, a division of John Deere Shared Services LLC (Supplier).

Sourcewell awarded a contract (011723-JDC) to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Supplier wishes to change the name of the Contract holder to "John Deere Construction Retail Sales, a division of John Deere Shared Services LLC" as noted in its Proposal.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Procurement Officer

6/3/2025 | 9:22 PM CDT
Date: _____

John Deere Construction Retail Sales, a division of John Deere Shared Services LLC, formerly known as John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

Signed by:
Brooke DeVol
23E19C6B5FD143D...

By: _____

Brooke DeVol
Account Manager, Govt Contracts & Sales

6/6/2025 | 6:33 AM PDT
Date: _____

Docusign Envelope ID: 9839374B-79C3-48C6-9F7A-8A3059B70FFD

AMENDMENT #2
TO
CONTRACT # 011723-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales, a division of John Deere Shared Services LLC** (Supplier).

Sourcewell awarded a contract (011723-JDC) to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Supplier wishes to change the name of the Contract holder to "John Deere Shared Services LLC."

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Procurement Officer

Date: 1/8/2026 | 2:38 PM CST

John Deere Shared Services LLC

Signed by:
Jeffrey Averill
B9F4DC758739443...

By: _____

Jeffrey Averill
John Deere General Sales Manager

Date: 1/12/2026 | 1:01 PM CST

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: New equipment purchase - 310 G-Tier Backhoe Loader

Company Name: Doggett Heavy Machinery, LLC

Department: Public Works/Engineering/BAWA

Date: 09/23/2026 **Council Date:** 10/08/2026

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 McCord — Director of Finance

09/23/2026 — Date

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

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

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

CITY COUNCIL MEETING 7. h.

Meeting Date: 10/08/2026
Subject: Consider an ordinance to amend Ordinance No. 16,576 to correct the Assignee name
Prepared for: Scott Lemond, Legal **Prepared by:** Miriam Schoen, Legal
Department: Legal

Information

ITEM

Consider an ordinance to amend Ordinance No. 16,576 to correct the Assignee name.

PREFACE

The proposed ordinance amends Ordinance No. 16,576 to change the assignee name from "Skyrem, LLC" to "Skyrem, LLC or a related entity" as requested by the assignor.

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 - assign tax abatement agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING ORDINANCE NO. 16.576 APPROVING THE ASSIGNMENT OF A TAX ABATEMENT AGREEMENT BETWEEN PORT 10 INTERMODAL, LLC. AND SKYREM, LLC., IN ORDER TO ALLOW THE ASSIGNMENT TO SKYREM, LLC OR A RELATED ENTITY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, via Ordinance No. 15,312, the City of Baytown, Texas and Port 10 Intermodal, LLC ("Port 10") entered into a Tax Abatement Agreement for Certain Taxable Property Located in the Port 10 Logistics Reinvestment Zone ("Agreement") on December 8, 2022; and

WHEREAS, Article X of the Agreement allows Port 10 to assign its rights and obligations under this Agreement to a new owner with the consent of the City Council, which shall not be unreasonably withheld; and

WHEREAS, in July 2026, Port 10 Intermodal, LLC requested that the City approve an Assignment of the Agreement to Skyrem, LLC or a related entity; and

WHEREAS, via Ordinance No. 15,576, the City Council of the City of Baytown, Texas approved an Assignment of the Agreement to Skyrem, LLC; and

WHEREAS, Ordinance No. 15,576 omitted the phrase "or a related entity" from Section 1. NOW, THEREFORE

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

Section 1: That the City Council of the City of Baytown, Texas, hereby amends Ordinance No. 16,576 as follows:

> Section 1: That the City Council of the City of Baytown, Texas, hereby approves the Assignment of the Agreement from Port 10 to Skyrem, LLC or a related entity. A copy of said Assignment 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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
Scott Lemond, City Attorney

CITY COUNCIL MEETING 7. i.

Meeting Date: 10/08/2026
Subject: Consider an ordinance authorizing a professional services agreement for Construction Management and Inspection Services with BGE, Inc. for the Market Street Revitalization Project
Prepared for: Carol Haddock, Public Works/Engineering/BAWA
Prepared by: Jamie Wimmer, Public Works/Engineering/BAWA
Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a professional services agreement for Construction Management and Inspection Services with BGE, Inc. for the Market Street Revitalization Project.

PREFACE

BGE, Inc. will provide Construction Management and Construction Inspection ("CMCI") services for the Market Street Revitalization Project from Bayway Drive to West Sterling Avenue. Services include construction oversight, field inspection, documentation management, cost tracking, and supervision of CMCI personnel.

The Scope of Work includes:

- Project management and contract administration, including progress reporting, schedule review, tracking of Request for Information (RFI), submittals, and change orders.
- Construction inspection, daily reporting, quantity verification, progress estimates, environmental compliance, records management, and traffic control inspections.
- Coordination of material testing with the City's third-party laboratory.
- Project closeout, including punch list oversight, final records, certification documentation, and as-built plans.

The Construction Management and Inspection services will support the City throughout construction and closeout and help verify compliance with the plans, specifications, contract documents, and applicable City and State requirements.

The duration of the construction contract that was awarded to Carter Construction Company LLC., is seven hundred ninety (790) calendar days from the Notice to Proceed, with an additional sixty (60) days to achieve final completion. This agreement with BGE, Inc., is structured to provide CMCI services throughout the duration of the project.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 11003013-56933
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $2,228,918.78
Fiscal Impact (Additional Information):
Project Ledger: RDWY2005-GF-CIPF-TR-CONSTRUCTI-OPERATCASH

Attachments

Ordinance - BGE
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING A CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES AGREEMENT WITH BGE, INC. FOR THE MARKET STREET REVITALIZATION PROJECT FROM BAYWAY DRIVE TO WEST STERLING AVENUE; 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 approves the Construction Management and Construction Inspection Services Agreement with BGE, Inc. for the Market Street Revitalization Project from Bayway Drive to West Sterling Avenue, which agreement is 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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
Scott Lemond, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Market Street Revitalization (RDWY2005)

Company Name: BGE, Inc

Department: Public Works/Engineering/BAWA

Date: 09/30/2026 **Council Date:** 09/10/2026

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.

Assist Director of Finance — 09/30/2026 Date

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

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

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

CITY COUNCIL MEETING 7. j.

Meeting Date: 10/08/2026

Subject: Consider an ordinance authorizing a professional services agreement for the Oak Leaf Drive Reconstruction, Staples Lift Station Improvements, and Cedar Landing Lift Station Improvements Projects, to DCCM North America, LLC., for the State of Texas General Land Office Community Development Block Grant-Mitigation (CDBG-MIT-MOD) Grant No. 24-065-089-E765

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a professional services agreement for the Oak Leaf Drive Reconstruction, Staples Lift Station Improvements, and Cedar Landing Lift Station Improvements Projects, 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 ordinance authorizes the City Manager to execute a professional services agreement to DCCM North America, LLC., in the amount of $501,355.00, for the engineering design phase, bid phase, and construction phase services of the Oak Leaf Drive Reconstruction, Staples Lift Station Improvements, and Cedar Landing Lift Station Improvements Projects associated with the State of Texas General Land Office ("GLO") Community Development Block Grant-Mitigation-Method of Distribution (CDBG-MIT-MOD) Grant No. 24-065-089-E765 and in compliance with GLO and all applicable federal and local regulations or requirements. This funding allows for engineering services grant funds not to exceed $329,963.00. The City of Baytown will be responsible for funding anything over and above this amount for the duration of the project.

In compliance with the Professional Services Procurement Act (Texas Government Code Chapter 2254) and applicable federal procurement standards (2 CFR Part 200), a Request for Qualifications (RFQ) was advertised on September 4 and September 11, 2025. A non-mandatory pre-bid meeting was held on September 15, 2025. Four (4) statements of qualifications were received and publicly opened on September 23, 2025, at 2:00 p.m. A team of qualified staff carefully reviewed the statement of qualifications of each firm and determined the most qualified and responsive provider for the professional services, DCCM North America, LLC was selected.

The design of the project will entail:

- Oak Leaf Drive Reconstruction – Reconstruction of approximately 1645 linear feet (LF) of Oak Leaf Drive from North Twisted Oak Drive south-west to West Twisted Oak Drive. Work includes roadway reconstruction, driveway replacement, utility line relocations (as necessary), and roadside ditch drainage improvements.
- Staples Lift Station – Rehabilitation and mitigation work will include installation of new conduit and conductors, new emergency diesel backup pump on an elevated platform, manual transfer switch, fence replacement and necessary associated appurtenances.
- Cedar Landing Lift Station — Rehabilitation and mitigation work will include installation of new conduit and conductors, replacement of the existing diesel backup pump with new platform, relocation of the pump station control panel, and necessary associated appurtenances.

The bid phase and construction phases will entail:

- Bid Phase – Attend pre-bid meeting, answer contractor questions, provide addendums for bidding, review

bid tabulation, and provide the Engineers Letter of Recommendation.

- Construction Phase – Attend pre-construction meeting, attend monthly construction meetings, review shop drawings and submittals from contractor, review Request for Information (RFI's), attend substantial completion and final walkthrough for project completion, and furnish As-Builts to the City.

Fiscal Impact

Fiscal Year: 2026
Acct Code: Multiple
Source of Funds (Operating/Capital/Bonds): Grant Funds
Funds Budgeted Y/N: Y
Amount Needed: $329,963.00
Fiscal Impact (Additional Information):
Acct: 71033012-56933
Acct: 71033170-56937
Project Ledger: LFST2301-CDBGMIT/DR-ENGINEERIN-FEDERGRANT = $45,337.51
Project Ledger: LFST2401-CDBGMIT/DR-ENGINEERIN-FEDERGRANT = $29,737.50
Project Ledger: LFST2402-CDBGMIT/DR-ENGINEERIN-FEDERGRANT = $10,163.99
Project Ledger: LFST2403-CDBGMIT/DR-ENGINEERIN-FEDERGRANT = $17,062.50
Project Ledger: RDWY2401-CDBGMIT/DR-ENGINEERIN-FEDERGRANT = $227,661.50

Fiscal Year: 2026
Acct Code: 51103172-56937
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $171,392.00
Fiscal Impact (Additional Information):
Water & Sewer CIP Fund Balance

Attachments

Ordinance - DCCM - Oakleaf Staples Cedar Landing
Exhibit A - Agreement - DCCM North America, LLC
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DCCM NORTH AMERICA, LLC. FOR THE OAK LEAF DRIVE RECONSTRUCTION, STAPLES LIFT STATION IMPROVEMENTS, AND CEDAR LANDING LIFT STATION IMPROVEMENTS PROJECTS RELATED TO THE STATE OF TEXAS GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION-METHOD OF DISTRIBUTION (CDBG-MIT-MOD) GRANT NO. 24-065-089-E765; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FIVE-HUNDRED, ONE-THOUSAND, THREE-HUNDRED, FIFTY-FIVE AND 00/100 DOLLARS ($501,355.00); ALLOWING FOR GRANT FUNDS IN THE AMOUNT OF THREE-HUNDRED, TWENTY-NINE THOUSAND, NINE-HUNDRED, SIXTY-THREE AND 00/100 ($329,963.00); 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 DCCM North America, LLC. ("DCCM") for the Oak Leaf Drive Reconstruction, Staples Lift Station Improvements, and Cedar Landing Lift Station Improvements Projects related to the State of Texas General Land Office Community Development Block Grant-Mitigation-Method of Distribution (CDBG-MIT-MOD) Grant No. 24-065-089-E765. 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 DCCM in an amount not to exceed FIVE-HUNDRED, ONE-THOUSAND, THREE-HUNDRED, FIFTY-FIVE AND 00/100 DOLLARS ($501,355.00 for consulting services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Council of the City of Baytown authorizes the City to accept THREE-HUNDRED, TWENTY-NINE THOUSAND, NINE-HUNDRED, SIXTY-THREE AND 00/100 ($329,963.00) in grant funds (or an any other amount provided by the GLO, or any other potential grant funders).

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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between DCCM North America, LLC. (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Engineering services for the Oak Leaf Drive Reconstruction Project, Staples Lift Station Project, and the Cedar Landing Lift Station Project (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) fifteen (15) months 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. Consultant understands and agrees that the Work shall be funded in whole, or in part, with Community Development Block Grant Mitigation Program ("CDBG-MIT-MOD") funds and, therefore, the Work and this Agreement are subject to the laws and regulations of the CDBG-MIT-MOD 24-065-089-E765 program, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.

f. Consultant shall comply with all federally-required contract terms including, but not limited to, the following:

i. Certifications and Representations of Offerors, Non-Construction Contract (Form HUD-5369-C), attached as Exhibit "D;"

ii. General Conditions for Non-Construction Contracts (From HUD-5370-C), attached as Exhibit "E";

iii. Byrd Anti-Lobbying Amendment Certification attached as Exhibit "F";

iv. 2 CFR 200.332;

v. 2 CFR 200.318(a);

vi. 2 CFR 200.318 (c)(i);

vii. 24 CFR 135.5;

viii. Equal Opportunity Act; and

ix. Solid Waste Disposal Act.

Where context warrants, the terms "Authority," "Housing Authority," and/or "HA" shall mean the City.

g. Consultant acknowledges and agrees and shall confirm such that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses: Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php and the Federal General Services Administration's System for Award Management at https://sam.gov/content/home.

h. Each of these Exhibits "A" through "E" 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."

i. Oakleaf Drive Reconstruction Project (RDWY2401) $277,103.00
ii. Staples Lift Station Project (LFST2402) $112,619.00
iii. Cedar Landing Lift Station Project (LFST2403) $111,633.00
iv. N/A.....$0.00
v. N/A.....$0.00
vi. Total $501,355.00

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.

i. 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.

ii. 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 Miles Fabian, 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 to 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 Agreement 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:

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
- 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

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required

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

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

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

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

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

v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

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:

DCCM North America, LLC
Attn: Miles Fabian, P.E.
1710 Seamist Drive
Houston, Texas 77008

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:

DCCM NORTH AMERICA, LLC

Youssef A. Laham

(Signature)

Youssef A. Laham

(Printed Name)

President, Infrastructure & Power

(Title)

STATE OF Texas §
§
COUNTY OF Harris §

Before me on this day personally appeared Youssef A. Laham, in his/her capacity as President, Infrastructure & Power of DCCM NA LLC, on behalf of such ,

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

(check one)

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

SUBSCRIBED AND SWORN before me this 25 day of August, 2026.

LINDA ESPARZA LAGUNES
Notary Public, State of Texas
Comm. Expires 04-22-2028
Notary ID 13244760-9

Linda Esparza Lagunes

Notary Public in and for the State of Texas

DCCM

EXHIBIT A

Scope of Work for Professional Engineering Services
CDBG-MIT-MOD 24-065-089-E765
Oak Leaf Drive Reconstruction, Staples Lift Station and Cedar Landing Lift Station

The proposed professional engineering services include the completion of the Design, Bid, and Construction Phases of the Oak Leaf Drive reconstruction project, as well as the Cedar Landing and Staples Lift Station Mitigation and Rehabilitation project. The detailed scope of work is as follows:

Oak Leaf Drive Reconstruction

Reconstruction of approximately 1645 linear feet (LF) of Oak Leaf Drive from North Twisted Oak Drive southwest to West Twisted Oak Drive. Work shall include roadway reconstruction, driveway replacement, utility line relocations (as necessary), and roadside ditch drainage improvements.

DCCM will provide the professional design services listed below:

- Coordinating with the City of Baytown Public Works Department staff
- Attending Project Coordination Meetings (as needed)
- Project Schedule Development and Monthly Status Report with Monthly Invoicing
- Coordination with external regulatory and permitting agencies
- Coordination with GLO, Grant Manager and City's Grant Coordinator
- Coordination with subconsultant firms
- Topographic Survey
- Geotechnical Engineering
- Final design of the following elements:
    - Roadway Cross-Section and Elevation Sheets
    - Roadway and Drainage Plan & Profile Sheets
    - Project Layout and Construction Staging
    - Utility Relocation Plans
    - Demolition plans
    - Storm Water Pollution Prevention Plans
    - Traffic Control Plans & Details
    - Signing & Striping Plans & Details (as required)
    - 60% Milestone
        - 60% Design Plans
        - Specifications List
        - Opinion of Probable Construction Cost (OPCC)
    - 90% Milestone
        - 90% Design Plans
        - Bid Form and Front-End Documents
        - Project Specifications
        - OPCC
    - 100% Milestone
        - 100% Design Plans for City Signature
        - Final Project Manual for Bid Set
        - OPCC
- Bid Phase (Civil Scope)
    - Attend pre-bid meeting
    - Answer Contractor Questions
    - Provide Addendums for bidding as necessary
    - Review contractor bids

- Review Bid Tab
- Provide Engineer's Recommendation

- Construction Phase Services
  - Attend a pre-construction conference conducted by the City
  - Attend monthly construction meetings (monthly, approximately 6).
    - These meetings will coincide with regularly scheduled construction site visits for DCCM to observe construction progress. Any observed deviations from the contract documents will be reported to the City.
  - Review construction shop drawings and submittals furnished by the Contractor for conformance with design documents
  - Review requests for information (RFI's) and change order requests furnished by the Contractor
  - Attend the substantial completion walkthrough and produce the punch list
  - Attend final walkthrough and confirm project completion
  - Furnish the City with a set of "As Builts" based on markups provided by the contractor

Cedar Landing and Staples Lift Station Mitigation and Rehabilitation

Staples Lift Station

Rehabilitation and mitigation work shall include installation of new conduit and conductors, new emergency diesel backup pump on elevated platform, manual transfer switch, fence replacement, and necessary associated appurtenances.

Cedar Landing Lift Station

Rehabilitation and mitigation work shall include installation of new conduit and conductors, replacement of the existing emergency diesel backup pump with new platform, relocation of the pump station control panel, and necessary associated appurtenances.

DCCM will provide the professional design services listed below:

- Coordinating with the City of Baytown Public Works Department staff
- Attending Project Coordination Meetings (as needed)
- Project Schedule Development and Monthly Status Report with Monthly Invoicing
- Coordination with external regulatory and permitting agencies
- Coordination with GLO, Grant Manager and City's Grant Coordinator
- Coordination with subconsultant firms
- Topographic Survey
- Geotechnical Engineering
- Final design of the following elements:
  - Civil Site Layout and Construction Staging
  - Elevated Platform Structural Design
  - Diesel Pump Mechanical Sheets
  - Demolition plans
  - Storm Water Pollution Prevention Plans
  - Electrical Drawings (Site Layout, Conduit Schedules, Control Diagrams, One-Line Diagrams)
  - 60% Milestone
    - 60% Design Plans
    - Specifications List
    - Opinion of Probable Construction Cost (OPCC)
  - 90% Milestone

        - 90% Design Plans
        - Bid Form and Front-End Documents
        - Project Specifications
        - OPCC
    - 100% Milestone
        - 100% Design Plans for City Signature
        - Final Project Manual for Bid Set
        - OPCC
- Bid Phase (Civil Scope)
    - Attend pre-bid meeting
    - Answer Contractor Questions
    - Provide Addendums for bidding as necessary
    - Review contractor bids
    - Review Bid Tab
    - Provide Engineer's Recommendation
- Construction Phase Services
    - Attend a pre-construction conference conducted by the City
    - Attend monthly construction meetings (monthly, approximately 6).
        - These meetings will coincide with regularly scheduled construction site visits for DCCM to observe construction progress. Any observed deviations from the contract documents will be reported to the City.
    - Review construction shop drawings and submittals furnished by the Contractor for conformance with design documents
    - Review requests for information (RFI's) and change order requests furnished by the Contractor
    - Attend the substantial completion walkthrough and produce the punch list
    - Attend final walkthrough and confirm project completion
    - Furnish the City with a set of "As Builts" based on markups provided by the contractor

Quality Assurance/Quality Control/Change Control and Milestone Tracking Processes:

DCCM Management team has the resources to ensure quality assurance, project budget management, cost control, change and milestone tracking for the project by utilizing Deltek Vantagepoint software, a premier project driven software. At the start of every project, the level of effort and scheduling is determined, and a project budget is created at inception for ultimate control and tracking.

Our accounting system complies with all Federal and State governing regulations and is GAAP compliant. DCCM system of internal control is reliable to safeguard company assets, to accomplish the company's client goals and objectives, and to properly report financial activity.
The Quality Plan defines the processes and the methodologies that DCCM employees shall apply throughout the realization of the Oak Leaf Drive and Lift Stations Rehabilitation project. It forms a common standard for the entire project lifecycle.

Quality Assurance:

Our program of Quality Assurance (QA) involves regular in-house reviews of our observations set at specific milestones which meet our clients' expectations ensuring the customer receives the best quality possible from our Inspection Team and defines roles and responsibilities to test performance and ensure a successful project and deliverables to our customer.

Quality Control:

The DCCM Team is committed to the application of responsible and professional Quality Control (QC) for all project deliverables, including sub-consultant deliverables, to ensure the accuracy and proper installation of the Storm Facilities & Paving process.
Quality Control activities involving weekly in-house project updates and peer review of the project shall be performed continually throughout the life of the project with the Executive Management Principal in Charge to verify that the Inspections, and project deliverables are of high quality and meet or exceed Client quality standards.

Schedule

The detailed construction schedule is included as **Exhibit C**.

Fee Summary

We propose to complete the proposed scope of work on a reimbursable fee not to exceed **$501,355** Progress invoices will be submitted monthly. Please see the itemized fee calculations on **Exhibit B**. The total fees not to exceed are itemized as follows:

Task No.	Task Description	Total Fee
401	Final Design Phase – Oak Leaf Drive	$230,767
402	Final Design Phase – Staples Lift Station	$80,364
403	Final Design Phase – Cedar Landing Lift Station	$79,377
601	Bid Phase – Oak Leaf Drive	$7,264
602	Bid Phase – Staples Lift Station	$6,110
603	Bid Phase – Cedar Landing Lift Station	$6,110
701	Construction Phase – Oak Leaf Drive	$39,072
702	Construction Phase – Staples Lift Station	$26,145
703	Construction Phase – Cedar Landing Lift Station	$26,146
	Total Fee	**$501,355**

COMPENSATION AND PROFESSIONAL FEES

EXHIBIT B	Engineering Project Management, Design, Bid, & Construction Phase Services LOE
Project Name	Oak Leaf Drive Reconstruction, Staples Lift Station and Cedar Landing Lift Station
Consultant	DCCM
Date	2026-07-17

BASIC SERVICES

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Project Management - Oak Leaf Drive Reconstruction													
Invoices / Status Reports / Project Schedule Development (Monthly)	12		8			6							26
Coordinate with External Regulatory and Permitting Agencies (TCEQ, HCFCD, USACE, etc.)	6		12			8							26
Coordination with City of Baytown	8		6			6							20
Coordination with GLO	6		2										8
Coordination with Subconsultant - Survey	6		2			6							14
Coordination with Subconsultant - Geotechnical	4		2										6
Coordination with Subconsultant - SUE	6					4							10
Coordination with Subconsultant - Environmental	6		2										8
Coordination with Utility Companies	4		2			12							18
Final Design Phase - Oak Leaf Drive Reconstruction										$ 9,207			
Data Collection													
Attend Design Kick-Off meeting with City	2			2									4
Topographic Survey								3			$ 23,500		3
Procure additional data	6			6		10							22
Plans													
Cross Sections / Elevations	2			40		80		35					157
Plan & Profile Sheets (500 LF/Sheet) - Roadway and Drainage	30			30		90		100					250
Project Layout / Staging Areas	2			2		8		12					24
General Notes	4			6		10		4					24
Special Notes	4			6		10		4					24
Design Details	1			4		8		5					18
Utility Relocation Designs	10			10		10		8					38
Construction Limit Layout	5			6				4					15
QAQC	12			12									24
Submit 60%, 90% and Final plan packages	5			5		10		15					35
Specifications / OPCC													
City Standard Specifications	4			4		8							16
Bid Form	4			4		12							20
Project Quantities	4			12		10		8					34
Opinion of Probable Cost	8			12		8							28
Schedules for Design, Permitting & Construction	6			4		4							14
Regulatory Documentation													
Identify, acquire and submit all necessary permits and approvals required for design approval and construction	6			6		12							24
Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps	6			4		6							16
Assist the City with all necessary documentation to ensure compliance with all program requirements and regulations	5			4		6							15
Prepare bid set for distribution via the City's electronic bidding / procurement system	5			4		6							15
HOURS SUB-TOTALS	189	0	36	183	0	350	0	198	0				956
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ 68,040	$ -	$ 8,496	$ 36,966	$ -	$ 55,650	$ -	$ 28,908	$ -	$ 9,207	$ 23,500	$ -	$ 230,767
Final Design Phase - Oak Leaf Drive Reconstruction	**$ 230,767**												

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Project Management - Staples Lift Station												$ 5,910	
Invoices / Status Reports / Project Schedule Development (Monthly)	6		5			2							13
Coordinate with External Regulatory and Permitting Agencies (TCEQ, HCFCD, USACE, etc.)	1		4			1							6
Coordination with City of Baytown	4		3			3							10
Coordination with GLO	1		1										2
Coordination with Subconsultant - Survey	1		1			1							3
Coordination with Subconsultant - Geotechnical	2					2							4
Coordination with Subconsultant - SUE	1					1							2
Coordination with Subconsultant - Environmental	1												1
Coordination with Utility Companies	1		1			3							5
Final Design Phase - Staples Lift Station										$ 10,658		$ 22,012	
Data Collection													
Attend Design Kick-off Meeting with City		1			1								2
Topographic Survey											$ 3,600		
Coordination with SCADA project		1			2								3
Plans													
General Notes		1			2		4						7
Site Layout Sheets		1			8		12						21
Mechanical Sheets		2		6	8		12						28
Detail Sheets		2			6		6						14
QA/QC	4	2											6
Specifications/Project Manual													
City Standard Specifications					2				6				8
Bid Form		2			4				6				12
Project Specific Specifications		1		2	2				2				7
OPCC		1		2	4								7
Project Schedule		1			1								2

COMPENSATION AND PROFESSIONAL FEES

EXHIBIT B	Engineering Project Management, Design, Bid, & Construction Phase Services LOE
Project Name	Oak Leaf Drive Reconstruction, Staples Lift Station and Cedar Landing Lift Station
Consultant	DCCM
Date	2026-07-17

BASIC SERVICES

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Regulatory Documentation													
Identify, acquire and submit all necessary permits and approvals		2			6								8
Coordination with grant administrator for project approvals		1			2								3
Coordination with environmental consultant		1			2								3
HOURS SUB-TOTALS	22	19	15	10	50	13	34	0	14				177
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ 7,920	$ 6,023	$ 3,540	$ 2,020	$ 9,000	$ 2,067	$ 6,018	$ -	$ 1,596	$ 10,658	$ 3,600	$ 27,922	$ 80,364
Final Design Phase - Staples Lift Station	**$ 80,364.00**												

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Project Management - Cedar Landing Lift Station												$ 5,910	
Invoices / Status Reports / Project Schedule Development (Monthly)	6		5			2							13
Coordinate with External Regulatory and Permitting Agencies (TCEQ, HCFCD, USACE, etc.)	1		4			1							6
Coordination with City of Baytown	4		3			3							10
Coordination with GLO	1		1										2
Coordination with Subconsultant - Survey	1		1			1							3
Coordination with Subconsultant - Geotechnical	2					2							4
Coordination with Subconsultant - SUE	1					1							2
Coordination with Subconsultant - Environmental	1												1
Coordination with Utility Companies	1		1			3							5
Final Design Phase - Cedar Landing Lift Station										$ 10,870		$ 22,013	
Data Collection													
Attend Design Kick-off Meeting with City		1			1								2
Topographic Survey											$ 2,400		
Coordination with SCADA project		1			2								3
Plans													
General Notes		1			2		4						7
Site Layout Sheets		1			8		12						21
Mechanical Sheets		2		6	8		12						28
Detail Sheets		2			6		6						14
QA/QC	4	2											6
Specifications/Project Manual													
City Standard Specifications					2				6				8
Bid Form		2			4				6				12
Project Specific Specifications		1		2	2				2				7
OPCC		1		2	4								7
Project Schedule		1			1								2
Regulatory Documentation													
Identify, acquire and submit all necessary permits and approvals		2			6								8
Coordination with grant administrator for project approvals		1			2								3
Coordination with environmental consultant		1			2								3
HOURS SUB-TOTALS	22	19	15	10	50	13	34	0	14				177
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ 7,920	$ 6,023	$ 3,540	$ 2,020	$ 9,000	$ 2,067	$ 6,018	$ -	$ 1,596	$ 10,870	$ 2,400	$ 27,923	$ 79,377
Final Design Phase - Cedar Landing Lift Station	**$ 79,377.00**												

COMPENSATION AND PROFESSIONAL FEES

EXHIBIT B — Engineering Project Management, Design, Bid, & Construction Phase Services LOE

Project Name	Oak Leaf Drive Reconstruction, Staples Lift Station and Cedar Landing Lift Station
Consultant	DCCM
Date	2026-07-17

BASIC SERVICES

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Bid Phase - Oak Leaf Drive Reconstruction													
Pre-Bid Conference - Document Preparation	2		2										4
Pre-Bid Conference - Attendance (2)	3		2										5
Answer Contractor Questions and Addenda	3		2										5
Bid Review	1		3										4
Bid Tabulation	1		2										3
Bid Award Recommendation Letter	1		3										4
HOURS SUB-TOTALS	11	0	14	0	0	0	0	0	0				25
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ 3,960	$ -	$ 3,304	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,264
Bid Phase - Oak Leaf Drive Reconstruction	**$ 7,264.00**												

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Bid Phase - Staples Lift Station												$ 3,195	
Attend Pre-Bid Conference		1			1								2
Answer Contractor Questions and Addenda		2			2								4
Bid Review		0.5			2								2.5
Bid Tabulation		0.5			1				1				2.5
Bid Award Recommendation Letter		0.5			1				1				2.5
HOURS SUB-TOTALS	0	4.5	0	0	7	0	0	0	2				13.5
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ -	$ 1,427	$ -	$ -	$ 1,260	$ -	$ -	$ -	$ 228	$ -	$ -	$ 3,195	$ 6,110
Bid Phase - Staples Lift Station	**$ 6,110.00**												

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Bid Phase - Cedar Landing Lift Station												$ 3,195	
Attend Pre-Bid Conference		1			1								2
Answer Contractor Questions and Addenda		2			2								4
Bid Review		0.5			2								2.5
Bid Tabulation		0.5			1				1				2.5
Bid Award Recommendation Letter		0.5			1				1				2.5
HOURS SUB-TOTALS	0	4.5	0	0	7	0	0	0	2				13.5
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ -	$ 1,427	$ -	$ -	$ 1,260	$ -	$ -	$ -	$ 228	$ -	$ -	$ 3,195	$ 6,110
Bid Phase - Cedar Landing Lift Station	**$ 6,110.00**												

COMPENSATION AND PROFESSIONAL FEES

EXHIBIT B	Engineering Project Management, Design, Bid, & Construction Phase Services LOE
Project Name	Oak Leaf Drive Reconstruction, Staples Lift Station and Cedar Landing Lift Station
Consultant	DCCM
Date	2026-07-17

BASIC SERVICES

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Construction Phase Services - Oak Leaf Drive Reconstruction													
Pre-Construction Meeting	4												4
Respond to RFIs / Change Orders	8		12			18							38
Review & Approve Submittals	8		12			18							38
Monthly Progress Mtgs (6)	6		12										18
Monthly Site Visits & Field Report (6)	4		10			8							22
Substantial Completion Walk Through & Punchlist	4		4			6							14
Final Walk Through	2		4										6
Record Drawings	2		4			8		17					31
HOURS SUB-TOTALS	38	0	58	0	0	58	0	17	0				171
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ 13,680	$ -	$ 13,688	$ -	$ -	$ 9,222	$ -	$ 2,482	$ -	$ -	$ -	$ -	$ 39,072
Construction Phase Services - Oak Leaf Drive Reconstruction	**$ 39,072.00**												

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Construction Phase Services - Staples Lift Station												$ 13,717	
Pre-Construction Meeting		1			1								2
Respond to RFIs / Change Orders		2			4								6
Review & Approve Submittals		2			8								10
Monthly Progress Meetings (8)		4			8								12
Monthly Site Visits & Field Reports (8)		4			8								12
Substantial Completion Walk Through & Punchlist		1			2								3
Final Walk Through		1			1								2
Record Drawings		1			4			6					11
HOURS SUB-TOTALS	0	16	0	0	36	0	0	6	0				58
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ -	$ 5,072	$ -	$ -	$ 6,480	$ -	$ -	$ 876	$ -	$ -	$ -	$ 13,717	$ 26,145
Construction Phase Services - Staples Lift Station	**$ 26,145.00**												

TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer (EIT II)	Graduate Engineer (EIT I)	CADD Designer	CADD Tech	Admin/Clerical	Geotechnical Subconsultant Fees	Surveying Subconsultant Fees	Electrical Subconsultant Fees	TOTAL LABOR HRS. & COSTS
Construction Phase Services - Cedar Landing Lift Station												$ 13,718	
Pre-Construction Meeting		1			1								2
Respond to RFIs / Change Orders		2			4								6
Review & Approve Submittals		2			8								10
Monthly Progress Meetings (8)		4			8								12
Monthly Site Visits & Field Reports (8)		4			8								12
Substantial Completion Walk Through & Punchlist		1			2								3
Final Walk Through		1			1								2
Record Drawings		1			4			6					11
HOURS SUB-TOTALS	0	16	0	0	36	0	0	6	0				58
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	$ 360	$ 317	$ 236	$ 202	$ 180	$ 159	$ 177	$ 146	$ 114				
TOTAL LABOR COSTS	$ -	$ 5,072	$ -	$ -	$ 6,480	$ -	$ -	$ 876	$ -	$ -	$ -	$ 13,718	$ 26,146
Construction Phase Services - Cedar Landing Lift Station	**$ 26,146.00**												

TOTAL BASIC SERVICES	$ 501,355

EXHIBIT C

PROJECT SCHEDULE

OAK LEAF DRIVE RECONSTRUCTION, STAPLES LIFT STATION AND CEDAR LANDING LIFT STATION

PROJECT NAME	City of Baytown
CONSULTANT	DCCM
DATE	7/15/2026

TASK TITLE	START DATE	DUE DATE	DURATION	PROGRESS
DESIGN PHASE MILESTONES (Oak Leaf Drive, Staples Lift Station, Cedar Landing Lift Station)				
Authorization to Proceed	09-Sep-26	09-Sep-26	0	0%
60% Submittal	09-Sep-26	08-Dec-26	90	0%
90% Submittal	08-Dec-26	22-Jan-27	45	0%
Final 100% Submittal	22-Jan-27	16-Feb-27	25	0%
BID PHASE	21-Feb-27	27-Apr-27	65	0%
CONSTRUCTION PHASE (7 months)	04-May-27	20-Nov-27	200	0%

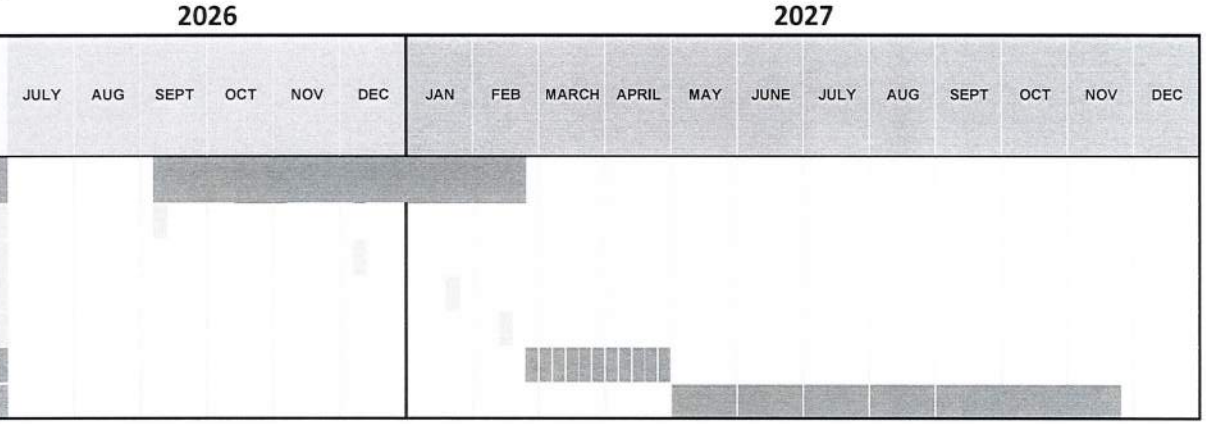


EXHIBIT D

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [X] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [X] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [X] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [X] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Youssef 8/26/21

Signature & Date:

Typed or Printed Name:

Youssef A. Laham

Title:

President, Infrastructure & Power

General Conditions for Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than $150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
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7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
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9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
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13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
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15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
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18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination before

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and

of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

final inspection, the Contractor shall (1) remove from premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract. The Architect's duties and responsibilities may include but shall not be limited to:

(c)

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates;

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act

Schedule

6. Construction Progress

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause

that will interfere with the performance of work by any other contractor or by PHA employees

Construction

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be promptly submitted to the Contracting Officer, who of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words

of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each Contracting such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all information shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise the indicated) of all shop drawings, will be retained by the risk PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. on It shall be the responsibility of the Contractor to ensure represented, its that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at complies any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built of drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor contract shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built have drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface not improvements such as buildings, curbs, or edges of nor walks. Contracting

(c)This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to on ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship compliance of

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for materials the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by into trade name, make, or catalog number, shall be regarded materials as establishing a standard of quality and shall not be machinery and mechanical and other equipment. When required by this contract or by the Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have required approval shall be installed or used at the of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark the container, the material or product place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver the PHA right to demand full compliance with requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the they represent has been built in and accepted.

construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or concerning

process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in

35. this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's

approval of the machinery and mechanical and other all

equipment to be incorporated into the work. When regulations.

requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the applicable

performance, capacity, nature, and rating of the

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements

lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part

12. Permits and Codes

(a) The Contractor shall give all notices and comply with

applicable laws, ordinances, codes, rules and

Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all

codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. properly Where the requirements of the drawings and specifications fail to comply with the applicable code or facilitate regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

Services

specifications. (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and of licenses, without cost to the Contractor, the contract outlets amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

for by

(a) In performing this contract, the Contractor shall: reasonable

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions furnished which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons; the

(3) Prevent damage to property, materials, supplies, and equipment; and, work

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall: and

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act Improvements (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and structures,

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each to be subcontractor.

(c) The Contractor shall maintain an accurate record of this exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, specifically occupational disease, or damage to property, materials, vegetation supplies, or equipment, and shall report this data in the trees manner prescribed by 29 CFR Part the 1904.

(d) The Contracting Officer shall notify the Contractor of any clean noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to protect all work and materials against damage by dampness and cold, to dry out the work, and to the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the

15. Availability and Use of Utility

(a) The PHA shall make all reasonably required amounts utilities available to the Contractor from existing and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing

site of the work, shall be deemed sufficient notice of the and noncompliance and corrective action required. After of receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The secure, Contractor shall not base any claim or request for parts equitable adjustment for additional time or money on any the stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any work subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall award of direct as a means of enforcing such provisions.

improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise 1251
required by the specifications.
(g) No structural members shall be altered or in any way performed. weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and Act
harmonious. This, however, shall not be construed to the
require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before this
the commencement of any work.
(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages and
from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
(k) The Contractor shall repair any damage to vegetation, scientific
structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of that
this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost with
to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, for
sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the not
property of the Contractor and shall be removed by the nor
Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
the
(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary additional
roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C.

et seq., and standards issued pursuant thereto in the facilities in which this contract is to be

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation

(Pub.L. 94-163) for the State in which the work under

contract is performed.

20. Inspection and Acceptance of

(a) Definitions. As used in this clause -
(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under

contract. Acceptance may be partial or complete.
(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components,

intermediate assemblies) to determine whether it conforms to contract requirements.
(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established

principles and procedures.
(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure

the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance

the terms of the contract.
(c) PHA inspections and tests are for the sole benefit of the
PHA and do not: (1) relieve the Contractor of

responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility

loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
(d) The presence or absence of the PHA inspector does

relieve the Contractor from any contract requirement,

is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to

Contractor by the Contracting Officer.
(e) The Contractor shall promptly furnish, without

charge, all facilities, labor, and material reasonably needed for performing such safe and convenient

transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, when

state, or local law or regulation. When it is necessary to

Contractor

cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the perform

repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water
the

inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test

work is not ready at the time specified by the

for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall

all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in

contract.

(f) The PHA may conduct routine inspections of the prior construction site on a daily basis.

(g) correct an work found by the PHA not to conform to contract price requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate accordingly. adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) The Contractor warrants good title to all materials, rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed. other

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting thereto. Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction** PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all

(j) necessary facilities, labor, and material. If such work is contract found to be defective or nonconforming in any material any respect due to the fault of the Contractor or its performed subcontractors, the Contractor shall defray all the any expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet final the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of warranty the examination and reconstruction, including, if otherwise completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially Contractor's completed and ready for inspection. If the Architect real or determines that the state of preparedness is as represented, the PHA will promptly arrange for the require- inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion or and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right indicated) under any warranty or guarantee.

21. Use and Possession Prior to Completion

of

(a)

(e) If the Contractor fails to remedy any failure, defect, or occupied without proper remuneration therefore. If possession or use by the PHA delays the progress of The Contractor shall, without charge, replace or work or causes additional expense to the Contractor, equitable adjustment shall be made in the contract or the time of completion, and the contract shall be modified in writing

22. Warranty of Title

If the Contractor does not promptly replace or correct supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any person, firm or corporation shall have any right to a upon the premises or anything appurtenant

23. Warranty of

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph of this clause, that work performed under this conforms to the contract requirements and is free of defect in equipment, material, or workmanship by the Contractor or any subcontractor or supplier at tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this shall continue for a period of (one year unless indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the expense, any damage to PHA-owned or controlled personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract merits; or

(2) Any defects of equipment, material, workmanship design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery any failure, defect or damage.

The PHA shall have the right to take possession of or use

any completed or partially completed part of the work.

(b) Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of the items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(c) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the paragraph clause entitled Permits and Codes herein; (2) all at normal maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the breakdown
Contractor or subcontractor or supplier at any tier, the must be
Contractor shall not be liable for the repair of any defect of one
material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA employed
furnished material or design. the
(i) Notwithstanding any provisions herein to the contrary, the construed
establishment of the time periods in paragraphs (a) and contract
(c) above relate only to the specific obligation of the profit
Contractor to correct the work, and have no relationship
to the time within which its obligation to comply with the the
contract may be sought to be enforced, nor to the time work
within which proceedings may be commenced to approved establish the Contractor's liability with respect to its
obligation other than specifically to correct the work.

Administrative

Inspection and Acceptance of Construction clause of this approved by
contract with respect to latent defects, gross mistakes or fraud.
more

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all made: I
subcontractors at any tier and all materials suppliers. belief,

25. Contract Period

this contract within calendar days of the the
effective date of the contract, or within the time schedule certification,
established in the notice to proceed issued by the Contracting Officer.
include

26. Order of Provisions
supplier in accordance with the terms and conditions of the
In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments
shall retain ten (10) percent of the amount of progress
(a) The PHA shall pay the Contractor the price as provided in

basis for determining progress payments. The
shall be approved by the Contracting Officer and
acceptable to HUD. If the contract covers more than
project, the Contractor shall furnish a separate breakdown for each. The values and quantities
in making up this breakdown are for determining
amount of progress payments and shall not be
as a basis for additions to or deductions from the
price. The Contractor shall prorate its overhead and
over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by
PHA, periodic estimates showing the value of the
performed during each period based upon the
submitted not later than _____ days in advance of

(j) This warranty shall not limit the PHA's rights under the the date set for payment and are subject to correction and
revision as required. The estimates must be
the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers
than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be
hereby certify, to the best of my knowledge and
that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) Payments to subcontractors and suppliers have been made from previous payments received under the
contract, and timely payments will be made from
proceeds of the payment covered by this
in accordance with subcontract agreements; and,
(3) This request for progress payments does not
any amounts which the prime contractor intends to
withhold or retain from a subcontractor or
subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA
payments until completion and acceptance of all work

this contract.

(b) The PHA shall make progress payments approximately of 50 every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are PHA qualified small businesses.

(c)Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments.

(d) The PHA may withhold ten (10) percent (or other percentage as provided in State law) retainage until such time as the work is 50 percent complete. If upon completion of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(e) Payments shall be made for materials or equipment not incorporated in the work but delivered and suitably stored at the site or at such other places as the Contracting Officer may authorize.

(f) Payments shall be made for materials or equipment not incorporated in the work but delivered and suitably stored at the site or at such other places as the Contracting Officer may authorize.

(g) The Contracting Officer may authorize material on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the
the
Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar
of
suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered PHA. material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for
notice
such stored material notwithstanding the transfer of title indicated
to the PHA.
within

(h)

the general scope of the contract including changes:
made shall, at the time of payment become the sole designs);
property of the PHA, but this shall not be construed as (1)
work;
relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the
the
right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has
in
been damaged by other contractors or persons other than employees of the PHA in the course of their employment,
Contracting
the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly
notice
caused it.

(i) The PHA shall make the final payment due the Contractor
a
under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of
or
all claims against the PHA arising by virtue of this contract,
a
other than claims, in stated amounts, that the Contractor
an
has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly
required
defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may
the
also be required of the assignee if the Contractor's claim to
adjustment
amounts payable under this contract
for a
has been assigned.
proposal

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other
days
evidence of payment from all persons performing work
notice
and supplying material to the Contractor, if the Contracting Officer determines such evidence is
adjustment
responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in
form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval
HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the

29. Changes

(a) The Contracting Officer may, at any time, without
to the sureties, by written order designated or
to be a change order, make changes in the work
All material and work covered by progress payments
(1) In the specifications (including drawings and
(2) In the method or manner of performance of the
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of
work.

(b) Any other written order or oral order (which, as used
this paragraph (b), includes direction, instruction, interpretation, or determination) from the
Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written
stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as
change order.

(c) Except as provided in this clause, no order, statement
conduct of the Contracting Officer shall be treated as
change under this clause or entitle the Contractor to
equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time
for the performance of any part of the work under this contract, whether or not changed by any such order,
Contracting Officer shall make an equitable
and modify the contract in writing. However, except
adjustment based on defective specifications, no
for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5
for oral orders) before the Contractor gives written
as required. In the case of defective specifications for which the PHA is responsible, the equitable

necessary to substantiate claimed costs.

by

(k)

for

payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or

clause,

refusal of the PHA to withhold moneys from the paragraph

Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

may

28. Contract Modifications

(a)

any

term or condition of this contract. Any contract modification shall be authorized in writing.

(b)

adjustment shall be submitted in the form of a lump sum unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

shall include any increased cost reasonably incurred

The PHA shall not; (1) determine or adjust any claims the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this

or (2) the furnishing of a written notice under

(b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer

extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable

Only the Contracting Officer has authority to modify adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable

The Contracting Officer may modify the contract

proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the other quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); any Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, but general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for other indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) (b) Except for disputes arising under the clauses entitled for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein.

Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his or her failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time. The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(b) Except for disputes arising under Labor Standards - Davis Bacon and Related Acts, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.

A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for accepted. completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the

Convenience Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor contract
shall pay to the PHA as liquidated damages, the sum of remaining
$_____Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, of
liquidated damages shall not be due the PHA. The and
Contractor remains liable for damages caused other than by delay.
or

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages single
until such reasonable time as may be required for final less

institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this

shall inure to the benefit of the surviving or

member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates

insurance showing the following insurance is in force

will insure all operations under the Contract:
(1) Workers' Compensation, in accordance with state

Territorial Workers' Compensation laws.
(2) Commercial General Liability with a combined

limit for bodily injury and property damage of not

than $ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each firm
subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability with under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" contracting which must be on or before the execution date of the Contract; and the extended this reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith acts or or for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that applicable Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is and in force. The Builder's Risk Insurance shall be for the HUD. benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or **Firms,** policies as an insured. The Contractor in installing **Surplus** equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by ensure the PHA. The Builder's Risk Insurance need not be to carried on excavations, piers, footings, or foundations business until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(2) "Subcontractor" means any supplier, vendor, or that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in programs by any agency of the United States Government or of the state in which the work under contract is to be performed.

(c) The Contractor shall be as fully responsible for the omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor the PHA or between the subcontractor and

38. Subcontracting with Small and Minority Women's Business Enterprise, and Labor Area Firms

The Contractor shall take the following steps to that, whenever possible, subcontracts are awarded small business firms, minority firms, women's enterprises, and labor surplus area firms:

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
(c)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/ Seller agrees as follows:

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees

are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training,including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and
orders.

(h) In the event of a that the Contractor/Seller is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i)The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for
housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum perof labor hour requirements established in the Benchmark Notice centages (). FR-6085-N-04
(d)
(e) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
(f)
(g) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
(h) Contracts, subcontracts, grants, or subgrants subject to

Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements 24 CFR Part 75.of

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, Federal labor standards set forth in the clause below apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (2)(ii) and (2)(iii) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. Reporting and posting requirements with respect to additional classifications and wage rates issued under this paragraph shall be carried out in accordance with paragraph (a)(1) of this section.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (2)(ii) and (2)(iii) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. Reporting and posting requirements with respect to additional classifications and wage rates issued under this paragraph shall be carried out in accordance with paragraph (a)(1) of this section.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the reasonably anticipated in providing benefits under plan or program described in section 1(b)(2)(B) of Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls they submitted shall set out accurately and completely and all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to less than the predetermined rate for the work performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be

requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to comply with the

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, Federal

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any

and 5 are herein incorporated by reference in this other
contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be
be subject to the general disputes clause of this contract. liabilities of
Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 provisions
CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or insert
any of its subcontractors) and the PHA, HUD, the U.S. this
Department of Labor, or the employees or their designee
representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm any
who has an interest in the Contractor's firm is a these
person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

contract with the same prime Contractor, or any
Federally-assisted contract subject to the
Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may
determined to be necessary to satisfy any
such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the
set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall
in any subcontracts all the provisions contained in this
clause, and such other clauses as HUD or its
may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by
subcontractor or lower tier subcontractor with all
provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c)An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(0) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Replaces form HUD-5370-A

EXHIBIT F

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 U.S.C. § 1352.

Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS
OVER $100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☒ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Youssef	08/25/2026
Signature of Authorized Representative	**Date**
Youssef A. Laham	(713) 869-3433 / ylaham@dccm.com
Printed Name and Title	**Phone Number / Email Address**

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing a professional services agreement for the Oak Leaf Drive Reconstruction, Staples Lift Station Improvements, and Cedar Landing Lift Station Improvements Projects, to DCCM North America, LLC., for the State of Texas

Company Name: DCCM North America, LLC

Department: Public Works/Engineering/BAWA

Date: 09/30/2026 **Council Date:** 10/08/026

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.

_____ 09/30/2026

Assist Director of Finance Date

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

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

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

CITY COUNCIL MEETING 7. k.

Meeting Date: 10/08/2026

Subject: Consider an ordinance authorizing Change Order No. 2 to the Progressive Design-Build Agreement with Baytown Waterworks Partners, a McCarthy Building Companies, Inc., and Carollo Engineering, Inc., joint-venture, for the Baytown Area Water Authority East Surface Water Plant Phase 2 Expansion Project

Prepared for: Carol Haddock, Public Works/Engineering/BAWA

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing Change Order No. 2 to the Progressive Design-Build Agreement with Baytown Waterworks Partners, a McCarthy Building Companies, Inc., and Carollo Engineering, Inc., joint-venture, for the Baytown Area Water Authority East Surface Water Plant Phase 2 Expansion Project.

PREFACE

This ordinance authorizes Change Order No. 2 to the Progressive Design-Build Agreement with Baytown Waterworks Partners for the Baytown Area Water Authority (BAWA) East Surface Water Plant Phase 2 Expansion Project, in the amount of $677,919.00.

This change order includes compensation for costs associated with the delayed issuance of the full Notice to Proceed (NTP), including extended project support, increased bond and insurance costs, material cost escalation, and a one hundred forty-seven (147) calendar day extension of the contract time to align the project schedule with the revised substantial completion date.

The original contract amount was $5,023,131.00. Change Order No. 1 increased the contract by $1,473,578.00, for Phase I, Amendment No. 1 added the Phase II Guaranteed Maximum Price in the amount of $63,286,152.00, and Change Order No. 2 is an increase of $677,919.00. The revised total contract amount will be $70,460,780.00. One hundred forty-seven (147) days is being added in Change Order No. 2.

This change order was approved at the Baytown Area Water Authority Meeting held on August 19, 2026.

Fiscal Impact

Fiscal Year: 2026

Acct Code: 35427030-56973

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

Funds Budgeted Y/N: Y

Amount Needed: $29,713.00

Fiscal Impact (Additional Information):

Project Ledger: BAWA2401-2024RVBAWA-CONSTRUCTI-C.O./BONDS.
(Budget transfer from the engineering string will be required after council approval)

Fiscal Year: 2026

Acct Code: 35437030-56973

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

Funds Budgeted Y/N: Y

Amount Needed: $648,206.00

Fiscal Impact (Additional Information):

Project Ledger: BAWA2401-2025BAWASW-CONSTRUCTI-TEXASSWIFT

Attachments

Ord authorizing Change Order No 2 to the Progressive Design-Build Agreement.mb-mhs
Exhibit A - Change Order No. 2 - Baytown Waterworks Partners
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 TO THE PROGRESSIVE DESIGN-BUILD AGREEMENT WITH BAYTOWN WATERWORKS PARTNERS, A MCCARTHY BUILDING COMPLANIES, INC., AND CAROLLO ENGINEERING, INC, A JOINT-VENTURE, FOR THE BAYTOWN AREA WATER AUTHORITY EAST SURFACE WATER PLANT PHASE 2 EXPANSION PROJECT IN AN AMOUNT OF SIX HUNDRED SEVENTY-SEVEN THOUSAND NINE NINETEEN AND NO/100 DOLLARS ($677,919.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

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

WHEREAS, on August 19th, 2026, the Board of Directors of the Baytown Area Water Authority, authorized and directed the General Manager to execute and the Assistant Secretary to attest to Change Order No. 2 to the Progressive Design-Build Agreement with Baytown Waterworks Partners, McCarthy Building Companies, Inc., and Carollo Engineers, Inc., joint-venture, for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion. A copy of said change order is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

WHEREAS, the City of Baytown desires to approve the same; NOW THERFORE,

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 Change Order No. 2 to the Progressive Design-Build Agreement with Baytown Waterworks Partners, McCarthy Building Companies, Inc., and Carollo Engineers, Inc., joint-venture, for the Baytown Area Water Authority East Surface Water Treatment Plant Phase 2 Expansion project in an amount of SIX HUNDRED SEVENTY-SEVEN THOUSAND NINE NINETEEN AND NO/100 DOLLARS ($677,919.00).

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 8th day of October, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

EXHIBIT A

CITY OF BAYTOWN
PUBLIC WORKS & ENGINEERING
2123 Market St.
Baytown, Texas 77520

CHANGE ORDER #2

BAWA East Surface Water Treatment Plant Phase 2 Expansion

Date of Issuance:	7/21/2026	**Change Order No.:**	**2**
Contractor:	Baytown Waterworks Partners	**COB Project No.:**	**BAWA2401**
Designer:	Baytown Waterworks Partners	**Contract/PO No.:**	**4260087 / 2417116**

Explanation:

This change order encompasses the following:

Due to the delayed issuance of the full Notice to Proceed (NTP), which was received on April 17, 2026, the Design-Builder has incurred additional costs associated with the extended project performance period. This Change Order provides compensation for impacts resulting from the delayed NTP and the corresponding extension of project activities.

The additional costs addressed by this Change Order include increased staff labor required to support the extended performance period, increased bond and insurance costs associated with the contract duration extension, material cost escalation for electrical cable, and the revision of the contractual Substantial Completion milestone resulting from the delayed full Notice to Proceed. This Change Order also extends the Contract Time by 147 calendar days to account for the period between completion of Phase 1 and issuance of the full Notice to Proceed for Phase 2, thereby aligning the Contract Time with the approved Phase 2 project schedule and revised Substantial Completion date.

The total amount of this Change Order is $677,919.00 and will be funded through the Owner's Contingency established for the project. The Design-Builder's proposal is attached to Change Order No. 2 and provides the supporting documentation for the requested adjustment to the Contract Amount.

Description of Work	**Cost**	**Time**
1 Compensation for impacts resulting from the delayed full NTP	$ 677,919.00	147 Days

Please attach back-up documentation

Cost & Time Change Summary	**Cost**	**Time**
Original Phase **I** Contract:	$ 5,023,131.00	365 Days
Previous Change Order(s):	$ 1,473,578.00	90 Days
Previous Contract Amendment to include Phase **II**:	$ 63,286,152.00	869 Days
Contract prior to this change order:	$ 69,782,861.00	1324 Days
Net increase (decrease) from this change order	$ 677,919.00	147 Days
Revised Contract:	**$ 70,460,780.00**	**1471** Days

Phase I:	
Percent increase (decrease) all Change Orders	+29.3%
Phase II:	
Percent increase (decrease) this Change Order	+1.1%
Percent increase (decrease) all Change Orders	+1.1%

RECOMMENDED:

By: _____ Date: 7/30/2026
Design-Builder

RECOMMENDED:

RE 08/03/2026 By: Carol.Haddock Digitally signed by Carol.Haddock DN: DC=Carol.Haddock@baytown.org, CN=Carol.Haddock, OU=Public Works Users, OU=Public Works Dept., DC=Baytown, DC=Hall Date: 2026.08.03 14:24:22-05'00' Date: 8/3/2026
Carol Haddock, P.E., Director, Public Works & Engineering

ACCEPTED*:

By: _____ Date: 30 Jul 2026
Owner's Advisor

FINANCE APPROVAL:

By Teresa McKenzie Date: 08/05/26
Teresa McKenzie, Chief Financial Officer

RECOMMENDED:

By: _____ Date: 07/31/2026
Project Manager

APPROVED:

By _____ Date: _____
Jason E. Reynolds, City Manager

VERIFIED:
By: _____ Date: 8/3/26
Business Asset Team Member

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

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

Revise the project plans and specifications as referenced and insofar as the original project drawings and specifications are inconsistent, this Change Order governs. Upon execution by all parties, the following changes identified for the contract value and/or contract time shown, are made part of the contract.

BAWA EAST SURFACE WATER TREATMENT PLANT
PHASE II EXPANSION

OWNER CONTINGENCY REQUEST SUMMARY

CONTINGENCY REQUEST #: 001

DESCRIPTION: NOTICE TO PROCEED DELAY IMPACT

A. CONTRACT VALUE SUMMARY			
Phase 1			
1	Original Contract Value	$	5,023,131.00
2	Change Order 001	$	1,473,578.00
3	Total Amount (Line 1 + Line 2)	$	6,496,709.00
Phase 2			
4	Current Value	$	59,904,017.00
5	Contractor Contingencies	$	2,957,135.00
6	Allowances	$	425,000.00
7	Approved Phase 2 Value (Line 4)	$	59,904,017.00
8	Total Phase 2 Contract Value (Line 5 + Line 6 + Line 7)	$	63,286,152.00
9	Total Contract Amount (Line 3 + Line 8)	$	69,782,861.00
B. OWNER CONTINGENCY USAGE SUMMARY			
10	Available Owner Contingency	$	2,388,759.00
11	Previously Approved Owner Contingency	$	-
12	Requested Owner Contingency	$	677,919.00
13	Recommended Remaining Owner Contingency (Line 10 - Line 12)	$	1,710,840.00
C. Revised Contract Value			
14	Current Contract Value (Line 9)	$	69,782,861.00
15	Approved Owner Contingency (Line 12)	$	677,919.00
16	Revised Contract Value (Line 14 + Line 15)	$	70,460,780.00

This contingency request covers impacts to the project due to the delayed full Notice to Proceed which was received on April 17, 2026. Among the items addressed by this request are:

- Staff labor increase due to the extended performance period
- Increased bond and insurance costs due to the extension
- Material escalation for electrical cable
- The revised contractural Substantial completion date is 9/1/2028 which is 869 calendar days from Full NTP provided on 4/17/2026

Prepared By: William Imbrale — Date: 06-30-2026
Progressive Design Builder

Recommended By: R. D. P. — Date: 30 June 2026
Owner's Advisor

Approved By: _____ — Date: _____
BAWA

Projct Name	***BAWA East SWTP Phase 2 Expansion***
Date	***6/22/2026***
Subject	***Owner Contingency Request***

Item	Bid Package	Reason	TWDB NTP Delay Impacts	Amount
3	5 - DB Procured Equipment	NTP Delay	Staff Labor Increase due to schedule push and not able to mobilize due to delayed NTP (updated value per negotiation)	$512,643
5	7 - Electrical	NTP Delay	600-Volt or Less Wire and Cable Copper Escalation	$41,568
				$554,211

Phase 2 Engineering Construction Administration (included above in Staff Labor Increase)	**$0.00**
Bond Increase due to schedule push due to delayed NTP	**$47,515.00**
Insurance @4.498% (Bonds included above, 4.498% is insurance only)	**$24,928.00**
Design Build Fee @ 9.25%	**$51,265.00**
Total	**$677,919.00**

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing Change Order No. 2 to the Progressive Design-Build Agreement with Baytown Waterworks Partners, a McCarthy Building Companies, Inc., and Carollo

Company Name: Baytown Waterworks Partners

Department: Public Works/Engineering/BAWA

Date: 09/23/2026 **Council Date:** 10/08/2026

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.

_____ 09/23/2026

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 10. a.

Meeting Date: 10/08/2026
Subject: Executive Session pursuant to Section 551.071
Prepared for: Scott Lemond, Legal **Prepared by:** Miriam Hernandez, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

Recess into Executive Session pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney(s) and seek legal advice.

PREFACE

This allows City Council to recess into Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's Attorney(s).