CITY OF BAYTOWN
NOTICE OF MEETING

THE CITY COUNCIL OF THE CITY OF BAYTOWN AND THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT WILL PARTICIPATE IN JOINT MEETING THURSDAY, SEPTEMBER 10, 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 James Franco, District No. 4

1. CITIZEN COMMENTS

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

2. MUNICIPAL DEVELOPMENT DISTRICT ITEM

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.

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.

4. PRESENTATION

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

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.

6. MUNICIPAL BUDGET FOR FISCAL YEAR 2026-2027

a. Consider an ordinance to adopt or postpone the City of Baytown Fiscal Year 2026-2027 Proposed Municipal Budget.

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.

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.

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.

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.

8. PROPOSED RESOLUTIONS

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

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.

9. 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 authorizing a professional services agreement with Meridian Blueprint, LLC for asset management services.

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

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

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

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

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.

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

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

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.

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

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.

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

10. MANAGER'S REPORT

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

11. COUNCIL MEMBER DISTRICT REPORT

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

12. ADJOURN

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

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

Approved for posting:

/S/Jason E. Reynolds, City Manager

Posted by:

/S/Angela Jackson, City Clerk
(SEAL)

Posted this 3rd day of September, at 6:30 P.M.

CITY COUNCIL MEETING 2. a.

Meeting Date: 09/10/2026
Subject: Hyatt Hotel Agreement for Insurance Coverages
Prepared for: Joey Lopez, Human Resources **Prepared by:** Ava Hudnall, Human Resources
Department: Human Resources

Information

ITEM

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.

PREFACE

This resolution authorizes payment to Alliant Insurance Services, Inc. in an amount not to exceed $953,956.85 for the Municipal Development District's property and casualty related insurances for Fiscal Year 2026-2027. This includes property and business interruption insurance for the Hyatt Regency Hotel. This policy includes a Total Insurable Value of $74,837,362 for the Hyatt property and includes numerous policy sublimits of liability enhancements. Most notably, the policy will include a provision to cover up to $5 million for flood damages. This policy will also include a named storm deductible of 3% and all other wind/hail deductibles of 3% of the Total Insurance Value. Further, this policy includes business interruption coverage of up to $3 million dollars. This policy would be effective 10/1/2026 - 09/30/2027 with a total premium cost of $947,139.00. This represents a 21.74% savings over the existing policy. Additionally, this proposed resolution authorizes Alliant Insurance Services, Inc., as broker, to place the Hyatt Hotel's Terrorism Coverage with Lloyd's Syndicate in an amount not to exceed $6,817.85. Alliant Insurance Services, Inc., markets the policy each year at the time of renewal. Lloyd's Syndicate was the previous carrier for the Terrorism insurance coverage policy. This policy includes coverage for certified acts of terrorism, including physical damage to buildings, equipment, and inventory for any incidents occurring during the policy term of 10/1/2026 - 09/30/2027.

The insurance policies are required items for the City of Baytown to maintain for the Hyatt Regency Hotel.

Fiscal Impact

Fiscal Year: 2027
Acct Code: 33007040-54007
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $947,139.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 33007040-54007
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $6,817.85
Fiscal Impact (Additional Information):

Attachments

Res-Authorizing Property and Casualty Insurance Policy and Terrorism Policy for Hyatt via Alliant.vh
Affidavit of Ownership - Alliant
Government Code Verification
Alliant COI - 1
Alliant COI - 2
1295 Form - Alliant

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.

****

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

Section 1: That the Board of Directors of the Baytown Municipal Development District, hereby authorizes Alliant Insurance Services, Inc, as broker, to place property and casualty related insurance policies for the Hyatt Regency Baytown-Houston to be effective October 1, 2026 through September 30, 2027 and authorizes payment in an amount not to exceed NINE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED THIRTY-NINE AND 00/100 DOLLARS ($947,139.00) for the related services and coverages.

Section 2: That the Board of Directors of the Baytown Municipal Development District, hereby authorizes 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 to be effective October 1, 2026 through September 30, 2027 and authorizes payment in an amount not to exceed SIX THOUSAND EIGHT HUNDRED SEVENTEEN AND 85/100 DOLLARS ($6,817.85) for the related services and coverages.

Section 3: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Municipal Development District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Municipal Development District this the 10th day of September, 2026.

_____
CHARLES JOHNSON, President

ATTEST:

_____
ANGELA JACKSON, Assistant Secretary

APPROVED AS TO FORM:

_____
SCOTT LEMOND, General Counsel

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

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

STATE OF TEXAS §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CARLEEN PATTERSON **[FULL NAME]** (hereinafter "Affiant"), SENIOR VICE PRESIDENT **[STATE TITLE/CAPACITY WITH CONTRACTING ENTITY]** of ALLIANT INSURANCE SERVICES, INC. **[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]** ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

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

2. Contracting Entity seeks to do business with the City in connection with Insurance Broker Services **[DESCRIBE PROJECT OR MATTER]** which is expected to be in an amount that exceeds $50,000.

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

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

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

_____

_____

_____

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

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

Contracting Entity

Name: ALLIANT INSURANCE SERVICES, INC.

Business Address [NO./STREET] 16000 N. DALLAS PKWY, SUITE 850

[CITY/STATE/ZIP CODE] DALLAS, TX 75248

Telephone Number (214) 273-3117

Email Address [OPTIONAL] CARLEEN.PATTERSON@ALLIANT.COM

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

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

Name: NONE

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

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

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

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

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

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

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 13th day of July, 2026

(Seal)

JOY SAUERESSIG
Notary ID #2065623
My Commission Expires
April 22, 2029

_____
Notary Public in and for the State of TEXAS

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

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

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, CARLEEN PATTERSON, the undersigned representative of ALLIANT INSURANCE SERVICES, INC. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
   b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 13TH day of JULY, 20 26.

ALLIANT INSURANCE SERVICES, INC.
Company Name

Signature

SENIOR VICE PRESIDENT
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Joy Saueressig, the undersigned notary public, on this day personally appeared Carleen Patterson, the Senior Vice President (Title) of Alliant Insurance Services, Inc. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 13th day of July, 20 26.

JOY SAUERESSIG
Notary ID #2065623
My Commission Expires
April 22, 2029

Joy Saueressig
Notary Public in and for the State of Texas

CCO 2023 V1

ALLIHOL-01 MRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2026

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

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

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip 29th Fl New York, NY 10005	CONTACT NAME: michele.rodriguez@alliant.com PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: michele.rodriguez@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : AIG Specialty Insurance Co (Risk Specialists) — 26883R
INSURED Alliant Holdings, LP c/o Alliant Insurance Services, Inc. 18100 Von Karman Ave, 10th Floor, Irvine, CA 92612	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			016011121	12/15/2025	12/15/2026	Each Claim/Aggregate	10,000,000

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

This is a Claims Made Policy.

Evidence of insurance.

CERTIFICATE HOLDER

City of Baytown
Attn: Phillip Davis
2401 Market Street
Baytown TX 77520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2026

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

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

PRODUCER
Alliant Insurance Services, Inc.
560 Mission St., 6th Floor
San Francisco CA 94105

License#: 0C36861

CONTACT NAME: Heather Shoemaker Williams
PHONE (A/C, No, Ext): 628-502-2836 **FAX (A/C, No):**
E-MAIL ADDRESS: AlliantCorporateCerts@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Company	22667
INSURER C : ACE Fire Underwriters Insuranc	20702
INSURER D : Great Northern Insurance Compa	20303
INSURER E :	
INSURER F :	

INSURED
ALLIHOL-01
Alliant Holdings, L.P.
Alliant Insurance Services, Inc.
18100 Von Karman Ave., 10th Floor
Irvine CA 92612

COVERAGES **CERTIFICATE NUMBER:** 498870408 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			36053943	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73626536	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ n/a			78186770	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71756712 71832959	3/1/2026 3/1/2026	3/1/2027 3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation & Employers Liability Coverage consisting of the following programs:
71832959 (WC- WI), ACE Fire Underwriters Insurance Company (NAIC#20702), 3/1/2026-3/1/2027
71756712 (WC- All Other States, except monopolistic states of OH, WA, WY, ND - Stop Gap/Employers Liability coverage only.)

Evidence of Insurance.

Umbrella policy is excess follow form to underlying General Liability, Automobile Liability, and Employers Liability coverages.

CERTIFICATE HOLDER

City of Baytown
Attn: Phillip Davis
2401 Market Street
Baytown TX 77520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1487980

Date Filed:
07/13/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ALLIANT INSURANCE SERVICES, INC.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Baytown, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Broker Services
Insurance Broker Services Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Corbett, Thomas	Irvine, CA United States	X	
Zimmer, Greg	Irvine, CA United States	X	
Hurst, Ralph	Irvine, CA United States	X	
Alliant Holdings Intermediate, Inc.	Irvine, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carleen Patterson, and my date of birth is 09/04/1964.

My address is 1100 Constitution Dr., McKinney (city), TX (state), 75071 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 13th day of July (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)



Baytown Municipal Management District

Property Insurance Proposal

Date Presented August 25, 2026

Alliant Insurance Services, Inc.
16000 N. Dallas Pkwy Suite 850
Dallas, TX 75248

CA License No. 0C36861

www.alliant.com

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Your Service Team

Carleen Patterson **Senior Vice President**	Carleen.Patterson@alliant.com	Phone: 214 273 3117
Rick Pray **Assistant Vice President**	Rick.Pray@alliant.com	Phone: 415 733 7088
Scott McNea **Vice President**	Scott.McNea@alliant.com	Phone: 210 722 2469
Elizabeth Gibbons **Account Manager**	Elizabeth.Gibbons@alliant.com	Phone: 949 660 8164

Named Insured

Baytown Municipal Management District

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Executive Summary

Alliant is pleased to represent the Baytown Municipal Management District and the City of Baytown as its insurance broker and risk management partner. As discussed during our renewal strategy discussion, we agreed to approach the global insurance market to obtain a competitive property renewal that is reflective of the insurance market and the Baytown Municipal Management District's exposures at the Hyatt Hotel. During the marketing process, our team of brokers aggressively pursued opportunities in both the domestic and international insurance markets, achieving significant savings for the District.

Program Premium Comparison

The following chart compares current premium estimates against expiring.

Coverage	Expiring Premium*		Renewal Premium	% Change
Property	$	1,148,538	$897,349	
Equipment Breakdown	$	2,891	2,658	
Earth Movement & Flood (Including Storm Surge)	$	Included	Included	
Estimated Carrier Taxes & Fees	$	58,891	47,132	
TOTAL	**$**	**1,210,320**	**$947,139**	**-$263,180**
Rate Comparison:		1.617	1.2656	-21.74%

*Excludes TRIA premium
**Includes surplus lines taxes and fees

Payment Terms

- Premium is due within 30 days of policy inception
- Agency / Direct Bill
- Payment Plan: Annual / Installment

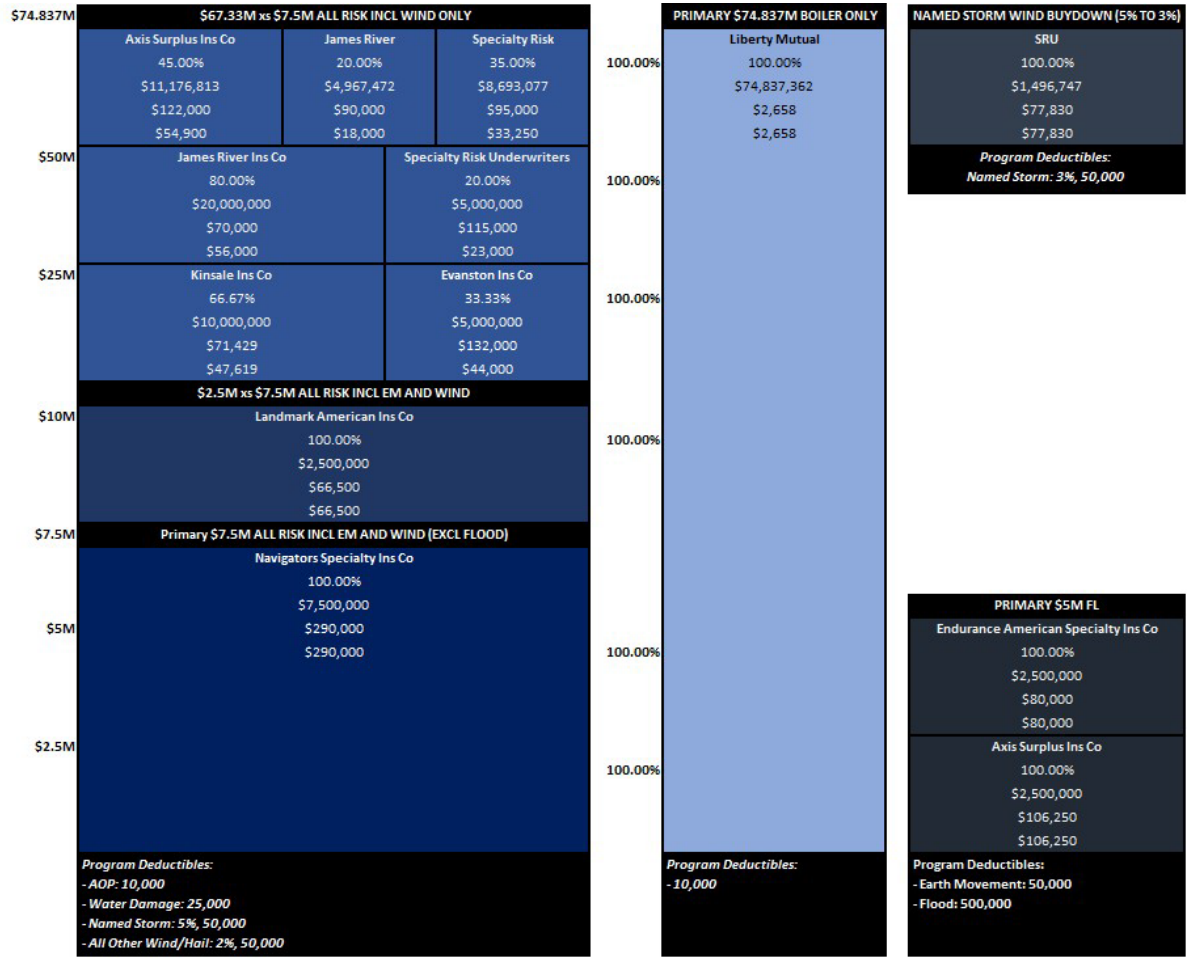
The primary program schematic, including full limits for boiler & machinery, wind, and $5,000,000 for flood (as expiring) and $10,000,000 for earth movement, is detailed on the following page:

2026 Proposed Program Structure ($3M BI Sublimit Option)

(as of 8/20/2026)

	25 Bound	26 Proposed
Capacity incl EB & Wind DBB:	156,171,471	156,171,472
Total Insurable Values ($3M BI Sublimit)	74,837,362	74,837,362
Property Premium:	1,148,538	897,349
Equipment Breakdown Premium:	2,891	2,658
Est. Carrier Fees & SLTs:	58,891	47,132
Total Program Costs:	**1,210,320**	**947,139**
Composite Rate:	**1.6173**	**1.2656**
Composite Rate YoY:	**-10.65%**	**-21.74%**

Company Name
Line %
Line $
GLP
GPP



Above figures are based on gross annual premium excluding carrier fees or estimated TX SLTs

Schedule of Locations

Loc #	Address	Year Built	Occupancy Department
1	100 Convention Ctr Wy	2023	Hyatt Regency

Property Coverage

	Present Coverage - Navigators	Proposed Coverage - Navigators
Insurance Company	Navigators Specialty Insurance Company (Lead) and Others	Navigators Specialty Insurance Company (Lead) and Others
A.M. Best Rating	A+ (Superior)	A+ (Superior)
Standard & Poor's Rating		
Policy/Coverage Term	October 1, 2025 to October 1, 2026	October 1, 2026 to October 1, 2027
Policy #		TBD

Named Insured	Baytown Municipal Management District	Baytown Municipal Management District
Coverage Form	Property Coverage Form CP 00 10 10 12 Business Income Form CP 00 30 10 12	Property Coverage Form CP 00 10 10 12 Business Income Form CP 00 30 10 12
Total Insurable Value	$ 74,837,362	$ 74,837,362
% Change	+4.2% from 2024	0% from 2025
Valuation	• Buildings: Replacement Cost • Personal Property: Replacement Cost Time Element: Actual Loss Sustained	• Buildings: Replacement Cost • Personal Property: Replacement Cost • Time Element: Actual Loss Sustained
Key Program Limits		
Property Program Limits	$74,837,362	$74,837,362
Catastrophe: Earth Movement	10,000,000	10,000,000

Property Coverage - Continued

	Present Coverage - Navigators	Proposed Coverage - Navigators
Key Program Limits - Continued		
Catastrophe: Flood	5,000,000	5,000,000
Boiler and Machinery/ Equipment Breakdown	74,837,362	74,837,362
	100,000 separately for • Ammonia Contamination • Consequential Damage • Expediting Expense • Hazardous Substances • Water Damage	100,000 separately for • Ammonia Contamination • Consequential Damage • Expediting Expense • Hazardous Substances • Water Damage
Catastrophe: Named Storm	Included	Included
Catastrophe: All Other Wind / Hail	Included	Included
Program Sublimit of Liability		
Loss of Revenue/Extra Expense and Rental Value	3,000,000	3,000,000
Extra Expense	500,000	500,000
Ingress & Egress	14 days	14 days
Interruption by Civil or Military Authority	14 days	14 days
Accounts Receivable	1,000,000	1,000,000
Course of Construction	500,000	500,000
Debris Removal	25% or 2,500,000	25% or 2,500,000

Property Coverage - Continued

	Present Coverage - Navigators	Proposed Coverage - Navigators
Program Sublimits of Liability - Continued		
Demolition and Increased Cost of Construction	Coverage A: Included Coverage B/C: $1,000,000	Coverage A: Included Coverage B/C: $1,000,000
Electronic Data Processing	250,000	250,000
Fine Arts	100,000	100,000
Fire Brigade Charges and Extinguishing Expenses	25,000	25,000
Leased or Rented Equipment	50,000	50,000
Leasehold Interest	250,000	250,000
Limited Pollution and Contamination Cleanup	50,000 aggregate	50,000 aggregate
Miscellaneous Unnamed Locations	50,000	50,000
Mobile Equipment	50,000 not to exceed 10,000 max per item	50,000 not to exceed 10,000 max per item
Protection and Preservation of Property	50,000	50,000
Trees & Shrubs	25,000 not to exceed 1,000 max per item	25,000 not to exceed 1,000 max per item
Valuable Papers and Records	500,000	500,000
Additional Sublimits if/when Vacant	250,000 sublimit to apply to Theft, Vandalism, Malicious Mischief, Water Damage	250,000 sublimit to apply to Theft, Vandalism, Malicious Mischief, Water Damage
Program Deductibles & Qualifying Periods		
All Other Perils	10,000	10,000
Business Interruption	24 Hours	24 Hours
Water Damage	25,000	25,000
Catastrophe: Earth Movement	50,000	50,000
Catastrophe: Flood included Surge	500,000	500,000

Property Coverage - Continued

	Present Coverage - Navigators	Proposed Coverage - Navigators
Catastrophe: Named Storm	3%, minimum of 50,000	3%, minimum of 50,000
Catastrophe: All Other Wind/Hail	3%, minimum of 50,000	3%, minimum of 50,000
Boiler and Machinery	10,000	10,000
Endorsement & Exclusions (including but not limited to)	• OLLE • Vacant Condition Requested 90 days •	• OLLE • Vacant Condition Requested 90 days
Total Cost Excluding TRIA	$1,210,320.00 including taxes and fees -10.65% from 2024 TML Program (Savings of $89,997)	$947,139.00 including taxes and fees -21.74% from 2025 Program (Savings of $263,180)
Minimum Earned Premium	35%	35%
Policy Auditable	Not Auditable	Not Auditable
Quote Valid Until	No Longer Applicable	October 1, 2025
Binding Conditions	No Longer Applicable	A written request to bind coverage

See Disclaimer Page for Important Notices and Acknowledgment

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free
https://consumers.ambest.com/content.aspx?rec=261613
http://www.irmi.com/online/insurance-glossary/default.aspx

Request to Bind Coverage

Baytown Municipal Management District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line		Bind Coverage for:
Property, Boiler and Machinery, and Earth Movement and Flood as proposed		X

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative **Date**

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.



Hyatt Regency Hotel and Convention Center
City of Baytown, TX

2026-27 Terrorism Insurance Proposal

Date Presented August 25, 2026

Alliant Insurance Services, Inc.
18100 Von Karman Avenue 10th Floor
Irvine, CA 92612
O 949 756 0271

CA License No. 0C36861

www.alliant.com

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Your Service Team

Carleen C. Patterson **Senior Vice President**	Carleen.Patterson@alliant.com	Phone: 214 273 3117
Rick Pray **Assistant Vice President**	Rick.Pray@alliant.com	Phone: 415 733 7088
Scott McNea **Vice President**	Scott.McNea@alliant.com	Phone: 210-722-2469
Elizabeth Gibbons **Account Manager**	Elizabeth.Gibbons@alliant.com	Phone: 949 660 8164

Named Insured

City of Baytown, TX

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Premium Summary

Terrorism Coverage	Expiring Premium		Renewal Premium	
Terrorism	$	6,817.85	$	6,817.85

Payment Terms

- Premium is due within 25 days of policy inception
- Agency
- Payment Plan: Annual

Terrorism Coverage

–Hyatt Regency Hotel and Convention Center – Baytown, TX

Loc #	Address	Year Built	Occupancy Department
1	100 Convention Ctr Wy	2023	Hyatt Regency

Detailed Comparison

	Present Coverage	Proposed Coverage
Name Insured	Baytown Municipal Development District DBA Hyatt Regency Baytown Houston	Baytown Municipal Management District DBA Hyatt Regency Baytown Houston
Insurance Company	**Terrorism and Sabotage:** • Lloyd's Syndicate 4472 (Liberty) - 47.5% • Lloyd's Syndicate 1225 (AEGIS) - 10% • Lloyd's Syndicate 2012/1955 (ARCH) - 10% • Lloyd's Syndicate 4711 (ASPEN) - 10% • Lloyd's Syndicate 1686 (AXIS)– 7.5% • Lloyd's Syndicate 3000 (MARKEL) - 10% • Lloyd's Syndicate 3832 (Ken) – 5% **Active Assailant:** Lloyd's Syndicate 4711 (Aspen) - 100%	**Terrorism and Sabotage:** • Lloyd's Syndicate 4472 (Liberty) - 47.5% • Lloyd's Syndicate 1225 (AEGIS) - 10% • Lloyd's Syndicate 2012/1955 (ARCH) - 10% • Lloyd's Syndicate 4711 (ASPEN) - 10% • Lloyd's Syndicate 1686 (AXIS)– 7.5% • Lloyd's Syndicate 3000 (MARKEL) - 10% • Lloyd's Syndicate 3832 (Ken) – 5% **Active Assailant:** Lloyd's Syndicate 4711 (Aspen) - 100%
A.M. Best Rating	A+ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of August 7, 2024 Syndicate	A+ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of August 7, 2024
Standard & Poor's Rating	AA- (Very Strong) as of June 2, 2025	AA- (Very Strong) as of June 2, 2025
Texas Status	Non-Admitted	Non-Admitted
Policy/Coverage Term	October 1, 2025 to October 1, 2026	October 1, 2026 to October 1, 2027
Policy #		TBD

Terrorism Coverage - Continued

	Present Coverage	Proposed Coverage
Coverage Form	**Terrorism** • Property Damage • Business Interruption - 14/12/05 LMA5039	**Terrorism** • Property Damage • Business Interruption - 14/12/05 LMA5039 •
Total Insured Value	$ 86,003,362	$ 86,003,362
Limits	$ 71,837,362 Property Damage (PD) $ 14,166,000 BUSINESS Interruption (BI) $ 1,000,000 Civil or Military Authority $ 250,000 Commissions, Profits, and Royalties $ 1,000,000 Contingent Business Interruption $ 5,000,000 Contractors Equipment $ 500,000 Decontamination Costs $ 1,000,000 Errors & Omissions $ 10,000,000 Electronic Data Processing Media $ 20,000,000 Expediting Expenses $ 180 Days - Extended Period of Liability $ 25,000,000 or 10% - Extra Expense $ 20,000,000 Misc. Unnamed Locations (Restricted Zip Codes Apply)	$ 71,837,362 Property Damage (PD) $ 14,166,000 BUSINESS Interruption (BI) $ 1,000,000 Civil or Military Authority $ 250,000 Commissions, Profits, and Royalties $ 1,000,000 Contingent Business Interruption $ 5,000,000 Contractors Equipment $ 500,000 Decontamination Costs $ 1,000,000 Errors & Omissions $ 10,000,000 Electronic Data Processing Media $ 20,000,000 Expediting Expenses $ 180 Days - Extended Period of Liability $ 25,000,000 or 10% - Extra Expense $ 20,000,000 Misc. Unnamed Locations (Restricted Zip Codes Apply)

Deductible	$ 0 (Nil) Any one Occurrence, Property Damage	$ 0 (Nil) Any one Occurrence, Property Damage
Who has the Duty to Defend	Insured	Insured
Endorsement & Exclusions (including but not limited to)	• Blanket Named Insured/ Mortgagees Loss Payees Clause • Automatic Additions Clause • Service of Suit Clause (U.S.A.) • Sanction Limitation and Exclusion Clause • TRIPRA Recoveries Clause • Insuring Clause – 621 MIL • Security Details Section • Transit Extension • Contingent Business Interruption Extension	• Blanket Named Insured/ Mortgagees Loss Payees Clause • Automatic Additions Clause • Service of Suit Clause (U.S.A.) • Sanction Limitation and Exclusion Clause • TRIPRA Recoveries Clause • Insuring Clause – 621 MIL • Security Details Section • Transit Extension • Contingent Business Interruption Extension
Endorsement & Exclusions - Continued (including but not limited to)	• Rental Income Extension (to be used where applicable) • Extra Expense Extension • Contingent Extra Expense Extension • Ingress/Egress Extension (Business Interruption) • Ingress/Egress Extension (Extra Expense) • Service Interruption (Business Interruption) • Application of Sublimits Endorsement • Denial of Access by Order of Civil or Military Extension • Extended Period of Liability • Terrorism Liability Extension	• Rental Income Extension (to be used where applicable) • Extra Expense Extension • Contingent Extra Expense Extension • Ingress/Egress Extension (Business Interruption) • Ingress/Egress Extension (Extra Expense) • Service Interruption (Business Interruption) • Application of Sublimits Endorsement • Denial of Access by Order of Civil or Military Extension • Extended Period of Liability • Terrorism Liability Extension

	• Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause • Cyber and Data Exclusion (for use with Terrorism and Political Violence Policies) • Sanctions Suspension Clause • Threat or Hoax Extension	• Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause • Cyber and Data Exclusion (for use with Terrorism and Political Violence Policies) • Sanctions Suspension Clause • Threat or Hoax Extension
Total Cost Terrorism Coverage	$ 6,500 Premium $ 315.25 TX Surplus Lines Tax (4.85%) $ 2.60 TX Stamping Fee (0.04%) **$ 6,817.85 Total Cost**	$ 6,500 Premium $ 315.25 TX Surplus Lines Tax (4.85%) $ 2.60 TX Stamping Fee (0.04%) **$ 6,817.85 Total Cost**
Minimum Earned Premium	Not Applicable	Not Applicable
Choice of Law	Texas	Texas
Policy Auditable	Yes	Yes
Conditions	• Includes Sanction Limitation and Exclusion Clause: LMA 3100A • Excluding Chemical/biological/cyber terrorism as per CL 370 & LMA 5409	• Includes Sanction Limitation and Exclusion Clause: LMA 3100A • Excluding Chemical/biological/cyber terrorism as per CL 370 & LMA 5409
Binding Conditions	See Binding Subjectivities Recap Page	See Binding Subjectivities Recap Page

See Disclaimer Page for Important Notices and Acknowledgment

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

Other Disclosures / Disclaimers - Continued

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Request to Bind Terrorism Coverage

City of Baytown

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Terrorism	
• Terrorism Only	X

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative **Date**

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.

Binding Subjectivities Recap

Additional subjectivities are listed below

Coverage Line and Description of Subjectivity(ies)
Terrorism

- Written request to bind coverage
- All Surplus Lines Taxes/Fees are Fully Earned
- No threat/losses
- Full Market Support
- No Known or Reported Losses / Threats / Incidents in last 5 year - prior to binding

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind coverage prior to our receipt and underwriting acceptance of the above information. However, if we do bind coverage prior to such acceptance, the terms and conditions as indicated above may be amended until such receipt and acceptance. Any agreement to bind coverage in connection with this proposal must be in writing from an authorized employee of the Insurer.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Hyatt Hotel Agreement for Insurance Coverages

Project Name:

Company Name: Alliant Insurance Services, Inc

Department: Human Resources

Date: 08/27/2026 **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.

Teresa McKee 08/27/2026

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 3. a.

Meeting Date: 09/10/2026
Subject: Minutes of the City Council Work Session and City Council Regular meeting held on August 13, 2026.
Prepared for: Angela Jackson, City Clerk's Office
Prepared by: Ineka Salas, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

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

PREFACE

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

Attachments

Exhibit A
Exhibit B

DRAFT

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

August 13, 2026

The City Council of the City of Baytown, Texas, met in a Work Session on Thursday, August 13, 2026, at 4:00 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 August 13, 2026 City Council Work Session with a quorum present at 4:00 P.M. All members were present.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced citizens signed up to speak.

Ryan Scheppe, 2 E. Texas Ave, president of the Baytown Little Theatre introduced a film production known as “Mustang Martha,” coming to the Baytown area.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to extend Mr. Scheppe time by one minute. 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:
>
> Approved

Alfred Cervantes, 1809 Harvard St., Houston, introduced himself as the commissioner of the Houston Film Commissions and expressed the importance to incorporate nearby communities with film development opportunities.

Matt Ballesteros, 3109 Reba Dr., Houston, is a film producer and expressed interest for film making to take place in the Baytown community and endorsed the film "Mustang Martha" with Jenny Waldo.

Jenny Waldo, 803 Tyler Run, Sugar Land, introduced herself as a producer, writer, director currently working on the film "Mustang Martha". Sharing details of the filming location and funding with potential economic boost to the City of Baytown.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to extend Ms. Waldo time by two minutes. 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:
>
> Approved

2. DISCUSSIONS

a. Discuss the City of Baytown Fiscal Year 2026-2027 Proposed Budget.

Mayor Charles Johnson announced a citizen signed up to speak.

June Stansky, 4601 Driftwood Dr., expressed her recommendations and opinion regarding funding for the bus transportation services and recommendation to increase bus services provided to the residents of Baytown.

City Manager Jason Reynolds provided the 26-27 fiscal year proposed budget presentation. (Exhibit A)

Director of Finance Teresa McKenzie presented details regarding changes made to the budget since the previous Council meeting and requested the City Council provide their recommendations.

Mr. Reynolds further discussed the adjusted tax rate to include the debt balance.

City Attorney Scott Lemond, entered the meeting at 4:34 P.M., and requested to be excused from the work session meeting.

Mayor Charles Johnson permitted the City Attorney to step away from the meeting.
The Mayor and Council Members shared their recommendations as listed below.

- Fund Balance to remain at 92 days
- Current tax rate: .69803
- Debt service trend: maintain current budget / increase tax rate / pay as you go

3. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the August 13, 2026, City Council Work Session at 6:07 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

DRAFT

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

August 13, 2026

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, August 13, 2026 at 6:30 P.M. in the Council Chamber of the Baytown City Hall at 2401 Market Street, Baytown, Texas, with the following in attendance:

Laura Alvarado	Mayor Pro Tem
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 August 13, 2026 Regular City Council Meeting with a quorum present at 6:38 P.M. All members were present.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Sarah Graham.

1. CITIZEN COMMENTS

Mayor Charles Johnson announced no citizens signed up to speak.

2. MINUTES

a. Consider approving the minutes of the City Council Special Meeting held on June 26, 2026.

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Sarah Graham to approve the minutes for June 26, 2026, 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

b. Consider approving the minutes of the City Council Work Session and Municipal Development District and City Council Joint Meeting held on July 9, 2026.

A motion was made by Council Member Sarah Graham and seconded by Council Member Jacob Powell to approve the minutes for July 9, 2026, 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

3. SPECIAL DISTRICTS BUDGETS FOR FISCAL YEAR 2026-2027

a. Consider an ordinance approving the Baytown Area Water Authority Fiscal Year 2026-2027 Proposed Budget.

Director of Finance Teresa McKenzie provided the proposed budget for the Baytown Area Water Authority District 2026-2027. (Exhibit A)

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,540, 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. 16,540

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE BUDGET FOR THE BAYTOWN AREA WATER AUTHORITY (BAWA) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance approving the Baytown Crime Control and Prevention District Fiscal Year 2026-2027 Proposed Budget.

Director of Finance Teresa McKenzie provided the Crime Control and Prevention District 2026-2027 Budget. (Exhibit B)

Mayor Charles Johnson announced citizens signed up to speak.

Andrew Luna Serrano Wandrenminde, 2200 W. Baker Rd., expressed concern for the Flock Camera allocated budget and police involvement with other agencies.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to extend Mr. Serrano Wanrenminde time by three minutes. 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

Council Member Kenrick Griffith expressed his requests that Council deny the flock item.

The Mayor and Council Members requested clarification for their concerns and recommendations regarding the Flock camera use in the City of Baytown.

City Manager Jason Reynolds provided clarification regarding approval and denial processes of the budget as a whole or partial.

City Attorney Scott Lemond provided the end date of December 14, 2028 for the Flock Camera Agreement.

A motion was made by Council Member Sarah Graham and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 16,541, as submitted. The vote was as follows:

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

ORDINANCE NO. 16,541

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FISCAL YEAR 2026-27 BUDGET SUBMITTED BY THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance approving the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2026-2027 Proposed Budget.

Director of Finance Teresa McKenzie provided the Crime Control and Prevention District 2026-2027 Budget. (Exhibit C)

A motion was made by Council Member Sarah Graham and seconded by Council Member Mike Lester to approve Ordinance No. 16,542, 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. 16,542

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FISCAL YEAR 2026-27 BUDGET SUBMITTED BY THE BOARD OF DIRECTORS OF THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

4. PUBLIC HEARINGS

0. Conduct a public hearing on a proposal to adopt a tax rate of $0.70042, which is effectively a .34 percent increase in the tax rate.

Not addressed, administratively amended.

a. Conduct a public hearing concerning a request to amend the official zoning map by rezoning approximately 10.34 acres of land located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, from the Open Space/Recreation (OR) and General Commercial (GC) to a Freeway Commercial (FC) Zoning District.

At 7:22 P.M., Mayor Charles Johnson opened the public hearing regarding a request to amend the official zoning map by rezoning approximately 10.34 acres of land.

Assistant Director of Planning and Development Services Calvin Abram summarized the subject matter of the hearing. (Exhibit D)
The Planning and Zoning Commission held the required public hearings with no major concerns nor comments. Mr. Abram relayed the Planning and Zoning Commission and staff recommended approval.

Council Members requested clarification for potential zoning options regarding the property.

At 7:27 P.M., Mayor Charles Johnson closed the public hearing regarding a request to amend the official zoning map by rezoning approximately 10.34 acres of land.

5. PROPOSED ORDINANCES

a. Consider an ordinance authorizing a request to amend the official zoning map to rezone approximately 10.34 acres of land, located at the northeastern corner of the intersection of Interstate 10 / East Freeway and N. Main Street, at 7128 N. Main Street, from the Open Space/Recreation (OR) and General Commercial (GC) Zoning Districts to a Freeway Commercial (FC) Zoning District.

A motion was made by Council Member James Franco and seconded by Council Member Sarah Graham to approve Ordinance No. 16,543, 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. 16,543

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 10.34 ACRES GENERALLY LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF INTERSTATE 10/EAST FREEWAY AND N. MAIN STREET, AT 7128 N. MAIN STREET, BAYTOWN, TEXAS 77521, LEGALLY DESCRIBED AS A TRACT OF LAND BEING A PORTION OF TRACTS 3C, 3D, 3F, 3G, AND 51, ABSTRACT 21, G, ELLIS SURVEY, HARRIS COUNTY, TEXAS, CURRENTLY DESIGNATED FOR AGRICULTURAL USE, FROM OPEN SPACE/RECREATION (OR) AND GENERAL COMMERCIAL (GC) TO A FREEWAY

COMMERCIAL (FC) 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.

b. Consider an ordinance for the first reading of the proposed voluntary annexation of approximately 0.998 acres at 8220 North State Highway 146 (SH 146).

Assistant Director of Planning and Development Services Calvin Abram presented the first reading of the proposed voluntary annexation of approximately 0.998 acres. (Exhibit E)

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Jacob Powell to approve Ordinance No. 16,544, 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. 16,544

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 for the second reading of the proposed Limited Purpose Annexation of approximately 356.99 acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road.

Mayor Charles Johnson announced there were corrections made to the property description to read as 278.021 acres, legally described as Tracts 6-8, Abstract No. 21, George Ellis Survey, Harris County, Texas.

Assistant Director of Planning and Development Services Calvin Abram, informed the City Council of corrections to the description of the property presented. (Exhibit F)

A motion was made by Council Member James Franco and seconded by Council Member Jacob Powell to approve Ordinance No. 16,545 with requested corrections to the property description. 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. 16,545
>
> 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 278.021 ACRES, LEGALLY DESCRIBED AS TRACTS 6-8, 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.

d. Consider an ordinance adding the newly Limited Purpose Annexed properties generally described as approximately 356.99 acres, located generally east of North Main Street, west of Hadden Road and north of East Wallisville Road to City Council District No. 4.

Mayor Charles Johnson announced there were corrections made to the property description to read as 278.021 acres, legally described as Tracts 6-8, Abstract No. 21, George Ellis Survey, Harris County, Texas.

A motion was made by Council Member James Franco and seconded by Council Member Jacob Powell to approve Ordinance No. 16,546 with requested corrections to the property description. 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. 16,546

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAY-TOWN, TEXAS, ADDING APPROXIMATELY 278.021 ACRES, LEGALLY DESCRIBED AS TRACTS 6-8, 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.

6. REPORT

a. Receive the no-new revenue tax rate and voter-approval tax rate.

Director of Finance Teresa McKenzie provided the following processes for adopting the proposed tax rate; which is to hold the hearing on August 27, 2026 and then adoption of the rate on September 10, 2026.

- No new revenue rate .68517
- Voter approval rate .74695
- Proposed rate .69803

Mayor Charles Johnson acknowledged the report was received.

7. CONSENT

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Kenrick Griffith to approve Items 7.a., through Item 7.h. 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 awarding the Compensation Analysis Services Agreement to Public Sector Personnel Consultants, Inc.

ORDINANCE NO. 16,547

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF PUBLIC SECTOR CONSULTANTS, INC, FOR THE COMPENSATION ANALYSIS SERVICES AGREEMENT FOR THE HUMAN RESOURCES DEPARTMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO THE COMPENSATIN ANALYSIS SERVICES AGREEMENT WITH PUBLIC SECTOR CONSULTANTS, INC. AUTHORIZING PAYMENT IN AN AMOUNT OF ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00); MAKING OTHER PROVISIONS RELATED THERTO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider a resolution authorizing the City Manager to submit an application and accept any resulting award from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Program's Directorate in response to the Fiscal Year 2026 Port Security Grant Program on behalf of the Baytown Police Department.

RESOLUTION NO. 3119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAM'S DIRECTORATE, IN RESPONSE TO THE FY2026 PORT SECURITY GRANT PROGRAM (PSGP) SOLICITATION ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT TO SUSTAIN THE DIVE TEAM AND TO SUPPORT EFFORTS TO BUILD AND SUSTAIN CORE CAPABILITIES ACROSS THE PREVENTION, PROTECTION, MITIGATION, RESPONSE AND RECOVERY MISSION AREAS OF THE NATIONAL PREPAREDNESS SYSTEM FOR THE PURCHASE OF ONE (1) SPECIALIZED DIVE TEAM BOAT AND ONE (1) UNDERWATER DIVE COMMUNICATIONS SYSTEM TO SUPPORT THE DIVE TEAM CAPABILITIES, IN AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-TWO AND NO/100 DOLLARS ($44,762.00); DESIGNATING THE AUTHORIZED REPRESENTATIVE WITH AUTHORITY TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; DESIGNATING THE FINANCIAL OFFICER WITH POWER TO SUBMIT FINANCIAL AND/OR PROGRAMMATIC REPORTS OR ALTER A GRANT ON BEHALF OF THE CITY OF BAYTOWN; AND PROVIDING FOR A TWENTY-FIVE PERCENT (25%) LOCAL MATCH IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND NINE HUNDRED TWENTY-ONE AND NO/100 DOLLARS ($14,921.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing a cost reimbursement agreement with the Drug Enforcement Administration for the Baytown Police Department.

ORDINANCE NO. 16,548

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY 2026 HOMELAND SECURITY TASK FORCE (HSTF) STRATEGIC INITIATIVES/ LOCAL OVERTIME COST REIMBURSEMENT AGREEMENT WITH THE DRUG ENFORCEMENT AGENCY (DEA) FOR OFFICERS ASSIGNED TO THE HSTF; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance authorizing the purchase of one (1) Ford Truck from Silsbee Ford, through The Interlocal Purchasing System ("TIPS") Cooperative Program, for the Health Department.

ORDINANCE NO. 16,549

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-TWO THOUSAND, NINE-HUNDRED, FIFTY-ONE AND 00/100 DOLLARS ($62,951.00) TO SILSBEE FORD, THROUGH THE INTERLOCAL PURCHASING SYSTEM COOPERATIVE (“TIPS”), FOR THE PURCHASE OF ONE FORD TRUCK FOR THE HEALTH DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider approving the purchase of a replacement engine for the 2016 Engine 4 fire apparatus from Stewart & Stevenson in the amount of $53,713.39.

ORDINANCE NO. 16,550

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTEEN AND 39/100 DOLLARS ($53,713.39) TO STEWART & STEVENSON POWER PRODUCTS LLC FOR THE PURCHASE OF A REPLACEMENT ENGINE AND REPAIR FOR THE 2016 ENGINE 4 FIRE APPARATUS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance authorizing payment for the Microsoft Enterprise Agreement (EA) and Software Assurance (SA) for all City servers to SHI/Government Solutions, Inc., through the Texas Department of Information Resources.

ORDINANCE NO. 16,551

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-SIX THOUSAND, EIGHT-HUNDRED, SIXTY-NINE AND 14/100 DOLLARS ($56,869.14) TO SHI/GOVERNMENT SOLUTIONS, INC., FOR THE MICROSOFT ENTERPRISE AGREEMENT AND SOFTWARE ASSURANCE FOR ALL CITY SERVERS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE PURCHASING CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider a resolution authorizing the City Manager to submit the annual status reports for Tax Increment Reinvestment Zone No. 1 and Tax Increment Reinvestment Zone No. 2 to the chief executive officers of the applicable taxing units and the Texas Comptroller of Public Accounts, as required by Section 311.016 of the Texas Tax Code.

RESOLUTION NO. 3120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT, TO THE CHIEF EXECUTIVE OFFICERS OF TAXING UNITS WITHIN EACH REINVESTMENT ZONE CREATED BY THE CITY AND TO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, THE REPORTS MANDATED BY SECTION 311.016 OF THE TEXAS TAX CODE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing the purchase of construction services for the Temporary Relocation of the City of Baytown Sterling Municipal Library from Buyboard Cooperative Purchasing Program contractor Brown and Root Industrial Services, LLC.

ORDINANCE NO. 16,552

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN THE AMOUNT OF ONE-HUNDRED, FORTY THOUSAND, SIX-HUNDRED, SEVENTY-FIVE AND NO/100 DOLLARS ($140,675.00) TO BROWN & ROOT INDUSTRIAL SERVICES, LLC, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE OF CONSTRUCTION SERVICES FOR THE TEMPORARY RELOCATION OF THE CITY OF BAYTOWN STERLING MUNICIPAL LIBRARY; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. APPOINTMENTS

a. Consider a resolution nominating a representative to serve on the Board of Directors of the Chambers County Appraisal District.

City Attorney Scott Lemond, provided a summary of the representative request to serve on the Chambers County Appraisal District Board.

Council Member Kenrick Griffith nominated Josh Kubik.

NOMINEE	District	POSITION
Josh Kubik	D3	Board Member

A motion was made by Council Member Kenrick Griffith and seconded by Mayor Pro Tem Laura Alvarado to approve Resolution No. 3121, 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. 3121
>
> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, NOMINATING A CANDIDATE TO FILL THE VACANCY FOR A POSITION ON THE BOARD OF DIRECTORS OF THE CHAMBERS COUNTY APPRAISAL DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. MANAGER'S REPORT

City Manager Jason Reynolds presented the Manager's Report:

We met with the Executive team of Economic Allliance and received the Economic Alliance Annual Report from them.

- Public Works and Engineering
  - Our Public Works and Engineering team recently received recognition from a resident for their exceptional work and professionalism in addressing several sidewalk concerns along Raccoon Drive. The resident specifically recognized Alejandra Moz, Yusuf Langelier, and John Artis for taking the time to meet with her, listen to her concerns, and go above and beyond to help address the issues. We appreciate their dedication and commitment to serving our com-

munity, and it's always great to hear positive feedback about the work our teams are doing.We greatly appreciate the efforts our teams make.
    - Congratulations to Elizabeth Santillan, Associate Engineer I, on her acceptance into the Master's Program in Industrial Engineering at Lamar University. Great job Elizabeth, and keep up the good work!
- Parks, Recreation and Tourism
    - Baytown Youth Summer Track participant Liam Staner brought home the gold medal in the Boys 16-and-Under High Jump at the 2026 Texas Amateur Athletic Federation Summer Games, held in Bryan, Texas. Liam cleared 6 feet to claim the state championship and earn the title of 2026 TAAF Boys 16-and-Under High Jump Champion. Congratulations to Liam on this outstanding achievement and for proudly representing Baytown at the state level.
    - The Baytown Bulkheads, who played their inaugural season at Jenkins Park, finished the season with an 18–15 record and a Southern Division Championship. They went on to defeat the Tyler Knockouts in the League Championship Series to claim the inaugural Cowboy Collegiate League title on their home field. Congratulations to the Bulkheads on a historic first season and championship. We look forward to welcoming them back to Jenkins Park next year as they defend their title.
    - This summer, Baytown welcomed Connor Galvin-Ridge from Tasmania, Australia, whose visit highlighted the connections created through our tourism programs. Connor participated in Jenkins Park parkrun #57, finishing first with a time of 21:40, and also volunteered during the event. He then hosted a geocaching meet-up before exploring Baytown through the Baytown Geo-Tour. Connor's visit is a great example of how our parks and programs bring visitors into the community. We appreciate him choosing to spend part of his trip with us and hope to welcome him back to Baytown in the future.
- Planning and Development Services
    - The City's Back-2-School Fair was recently held and was a great success. This year, 1,432 backpacks filled with school supplies were provided to local students, and the event welcomed 1,255 attendees. Fourteen community vendors also participated, sharing valuable information and resources related to social services, healthcare, education, and other community needs. I'd like to extend a big thank you to all of our vendors for their generous donations and participation, as well as to all of the volunteers who helped make the event such a success. I'd also like to give special recognition to Sharon Rose, Monica Fabela, and Stephany Medina for their hard work and dedication in planning and executing this event. Their efforts played an important role in making the Back-2-School Fair such a successful and impactful day for our community.

10. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Sarah Graham regarding projects, programs and events in District No. 2.

Council Member Sarah Graham reported the current projects, programs and events of District 2:

- Planning and Development Services
  - Bay Terrace Apartments (1502 Nolan Rd.) – General Renovations
  - Pause & Go Fuel Station (2700 N Main St.) – Demolition and New Construction
  - Venue 132 (132 W Texas Ave.) – Remodel of Reception Venue
  - HGH Wellness Assistance Living Facility (2000 Beaumont Rd.) – Remodel
- Public Works and Engineering (PWE)
  - West Texas Avenue Drainage Improvements: Major construction is now complete, and the project is in the final closeout phase. The contractor is addressing a few remaining punch-list and administrative items before the project can receive final acceptance.
  - Mosquito Control Facility**:** Design is progressing on the new administrative building at 1200 Lee Drive. The project team is finalizing the site layout and building plans, and construction is anticipated to begin in late 2026 or early 2027.
  - Crews have been working on replacing dead-end barricades located at 621 Harding Street.
  - Due to a manhole cover coming off in the roadway, traffic control has been established on Garth Road. The outside southbound lane is currently closed between Northwood Street and Inwood Drive. A crew has been dispatched and is currently working to replace the manhole ring.
- Parks Recreation and Tourism (PRT)
  - Wade Into Wetlands Summer Science Camp: The Nature Division wrapped up another successful summer of Wade Into Wetlands Camp at the Eddie V. Gray Wetlands Center and Baytown Nature Center. Over 10 weeks, 225 children participated in 16 camp topics, with five sessions reaching capacity and waitlists. Campers enjoyed kayaking, fishing, hiking, wildlife education, and hands-on science and conservation activities. We also appreciate Chevron Phillips' continued support, as well as the Friends of the Eddie V. Gray Wetlands Center and Friends of the Baytown Nature Center, who helped provide 51 camp scholarships to local children.
  - Wetlands Center Building Improvements: The Nature Division continues to enhance the Eddie V. Gray Wetlands Center through facility improvements that support environmental education and visitor engagement. This quarter, the Science Lab and Salt Marsh Education Room received fresh paint, creating brighter learning spaces for students and visitors. Staff also began construction of a new Bird-Friendly Porch exhibit, highlighting simple ways homeowners can help protect migratory birds. The exhibit will support Baytown's efforts toward Bird City Texas certification while providing an interactive experience for visitors of all ages.

Mrs. Graham informed the residents they are addressing the concern for a grocery store within the district and haven't stopped reaching out. Encouraged individuals to follow the ACE District with the upcoming events for Baytown.

City Manager Jason Reynolds wanted to recognize Officer Mark Freeman, who was selected as Chief of Police for the Houston Port Authority and congratulated the Baytown Police Department for encouraging continuous growth.

11. EXECUTIVE SESSION

Mayor Charles Johnson announced a citizen signed up to speak.

June Stansky, 4601 Driftwood Dr., expressed her concerns with the City of Baytown City Manager role regarding city development budgets.

a. Recess into and conduct executive session pursuant to Texas Government Code, Section 551.074 to deliberate the annual performance evaluation and duties of the City Manager.

At 7:55 P.M., Mayor Charles Johnson recessed and convened in to an Executive Session pursuant to Section 551.074 to deliberate the annual performance evaluation and duties of the City Manager.

At 8:39 P.M., Mayor Charles Johnson reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

10. ADJOURN

With there being no further business to discuss, Mayor Charles Johnson adjourned the August 13, 2026 Regular City Council Meeting at 8:40 P.M.

_____
Angela Jackson, City Clerk
City of Baytown

CITY COUNCIL MEETING 4. a.

Meeting Date: 09/10/2026
Subject: Receive a presentation from the Gulf Coast Protection District.
Prepared by: Sabrina Martin, Administration
Department: Administration

Information

ITEM
Receive a presentation from the Gulf Coast Protection District.

PREFACE
Charged with safeguarding approximately 5,220 square miles along the upper Texas coast, Gulf Coast Protection District is a special-purpose district established in 2021 by the 87th Texas Legislature. They will be sharing a presentation regarding the Coastal Texas Project.

Fiscal Impact

Fiscal Year:	2026
Acct Code:	0
Source of Funds (Operating/Capital/Bonds):	operating
Funds Budgeted Y/N:	n
Amount Needed:	0
Fiscal Impact (Additional Information):	

CITY COUNCIL MEETING 5. a.

Meeting Date: 09/10/2026
Subject: Public Hearing to Adopt the Tax Rate
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM

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.

PREFACE

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.03 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $13.48.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Baytown, Texas is proposing to increase property taxes for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 10, 2026, at 6:30 PM at City of Baytown Council Chambers.

The voter-approval rate is the highest tax rate that the City of Baytown, Texas may adopt without holding an election to seek voter approval of the rate. The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Baytown, Texas is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City of Baytown, Texas at their offices or by attending the public hearing mentioned above.

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

Notice of Public Hearing on Tax Increase
Tax Impact Statement

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.69803 per $100 valuation has been proposed by the governing body of City of Baytown.

PROPOSED TAX RATE	$0.69803 per $100
NO-NEW-REVENUE TAX RATE	$0.68517 per $100
VOTER-APPROVAL TAX RATE	$0.74695 per $100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for City of Baytown from the same properties in both the 2025 tax year and the 2026 tax year.

The voter-approval rate is the highest tax rate that City of Baytown may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Baytown is proposing to increase property taxes for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 10, 2026 AT 6:30 p.m AT Council Chamber, 2401 Market Street, Baytown, Texas 77520.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Baytown is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City of Baytown of City of Baytown at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

Mayor - Charles Johnson
Council Member Laura Alvarado - District 1
Council Member Ken Griffith - District 3
Council Member Jacob Powell - District 5
Council Member Sarah Graham - District 2
Council Member James Franco -District 4
Council Member Mike Lester - District 6

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Baytown last year to the taxes proposed to be imposed on the average residence homestead by City of Baytown this year.

	2025	2026	Change
Total tax rate (per $100 of value)	$0.69803	$0.69803	increase of 0.00000 per $100, or 0.00%
Average homestead taxable value	$146,225	$151,185	increase of 3.39%
Tax on average homestead	$1,020.69	$1,055.32	increase of $34.63, or 3.39%
Total tax levy on all properties	$42,096,387	$44,130,762	increase of $2,034,375, or 4.83%

For assistance with tax calculations, please contact the tax assessor for City of Baytown at 281-707-3701 or jennifer.alaniz@gccisd.net, or visit cityofbaytown.org for more information.

CITY OF BAYTOWN, TEXAS
SEPTEMBER 10, 2026, REGULAR COUNCIL MEETING
AGENDA ADDENDUM

Taxpayer Impact Statement

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

	Fiscal Year 2026 Adopted Budget	Fiscal Year 2027 Proposed Budget Tax Rate	Fiscal Year 2027 Budget at No-New Revenue
Tax Rate per $100 Valuation	$0.69803	$0.69803	$0.68517
Median-Valued Homestead	203,551	209,836	209,836
Estimate of Property Tax Bill	$1,420.85	$1,464.72	$1,437.73
Change from Prior Year		+$43.87	+$16.88

CITY COUNCIL MEETING 6. a.

Meeting Date: 09/10/2026

Subject: Adopting or Postponing the Adoption of the City of Baytown Fiscal Year 2026-27 Municipal Budget

Prepared for: Teresa McKenzie, Finance **Prepared by:** Nate Fisher, Finance

Department: Finance

Information

ITEM

Consider an ordinance to adopt or postpone the City of Baytown Fiscal Year 2026-2027 Proposed Municipal Budget.

PREFACE

State law requires that, at the conclusion of the public hearing on the Municipal Budget, the City Council "take action on the proposed budget." Such action could be adoption of the budget or a vote to postpone such adoption. As proposed, this item allows the City Council to adopt the Fiscal Year 2026-27 Municipal Budget or postpone the same until its next regularly scheduled meeting.

Fiscal Impact

Fiscal Year: 2027

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

FY27 Budget Highlights
Tax Impact Statement

CITY OF BAYTOWN

FY2026 - 27 BUDGET HIGHLIGHTS

Positions
1003 Full-Time Equivalents
7.5+ Positions Added

Proposed Tax Rate
$.69803

General Fund Revenue
$149.4M

General Fund Operating Expenses
$144.9M

Water & Sewer Rate Increase
7.9% Combined Rate

Supplementals
$13.3M (All Funds)

Operational Change
General Fund Overhead
Multi-departmental Costs
Added

FY2027 Capital Improvement Projects CIP
$111.3M

BAYTOWN

FY2026-2027 General Fund Proposed Budget

Estimated Beginning Fund Balance		**$ 41,056,181**
Plus:		
Total Proposed Revenues		**$ 149,366,499**
Less:		
Operating Expenses (Includes 1 position)		144,916,252
Contingency & Capital Outlay		1,024,000
Transfers Out		8,064,749
Capital Replacement	4,259,749	
Fleet & Warehouse Funds	2,575,000	
Medical Benefits Fund	1,000,000	
Aquatics & Wetlands	230,000	
Total Proposed Expenditures		**$ 154,005,001**
Ending Fund Balance (92 days of operating)		**$ 36,417,679**

CITY OF BAYTOWN, TEXAS
SEPTEMBER 10, 2026, REGULAR COUNCIL MEETING
AGENDA ADDENDUM

Taxpayer Impact Statement

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

	Fiscal Year 2026 Adopted Budget	Fiscal Year 2027 Proposed Budget Tax Rate	Fiscal Year 2027 Budget at No-New Revenue
Tax Rate per $100 Valuation	$0.69803	$0.69803	$0.68517
Median-Valued Homestead	203,551	209,836	209,836
Estimate of Property Tax Bill	$1,420.85	$1,464.72	$1,437.73
Change from Prior Year		+$43.87	+$16.88

CITY COUNCIL MEETING 6. b.

Meeting Date: 09/10/2026
Subject: Tax Rate Adoption
Prepared for: Teresa McKenzie, Finance **Prepared by:** Elizabeth Donato, Finance
Department: Finance

Information

ITEM

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.

PREFACE

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.03 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $13.48.

This ordinance adopts the ad valorem tax rate for the City of Baytown, Texas, for the Fiscal Year ending September 30, 2027. Approval of the ordinance will set a property tax rate of $0.69803 per $100 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 for fiscal year ending September 30, 2027. The City's tax rate consists of the following two components, each of which must be approved separately: The rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the next year; and The rate that, if applied to the total taxable value, will impose the amount of taxes needed to pay debt service.

Section 102.009 (a) of the Local Government Code states "The governing body of the municipality may levy taxes only in accordance with the budget." City Council approved the FY2027 Budget based on a property tax rate of $0.69803 per $100 valuation at the September 10th meeting. Since the proposed tax rate of $.43812 per $100 valuation for maintenance and operations, together with the proposed tax rate of $.25991 per $100 valuation for debt service exceeds the lower of the no-new-revenue tax rate or voter-approval tax rate, a public hearing is required. The total tax rate of $0.69803 per $100 valuation results in a rate increase of $13.48 per $100, or 8.03%.

Fiscal Impact

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

Attachments

Tax Impact Statement
Notice of Adopted Tax Rate

CITY OF BAYTOWN, TEXAS
SEPTEMBER 10, 2026, REGULAR COUNCIL MEETING
AGENDA ADDENDUM

Taxpayer Impact Statement

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

	Fiscal Year 2026 Adopted Budget	Fiscal Year 2027 Proposed Budget Tax Rate	Fiscal Year 2027 Budget at No-New Revenue
Tax Rate per $100 Valuation	$0.69803	$0.69803	$0.68517
Median-Valued Homestead	203,551	209,836	209,836
Estimate of Property Tax Bill	$1,420.85	$1,464.72	$1,437.73
Change from Prior Year		+$43.87	+$16.88

Notice of Adopted 2026 Tax Rate

City of Baytown, Texas ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.03 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $13.48.

Notice About 2026 Tax Rates

Property tax rates in City of Baytown, Texas.

This notice concerns the 2026 property tax rates for City of Baytown, Texas. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This Year's No-New-Revenue Tax Rate	$0.68517 / $100
This Year's Voter-Approval Tax Rate	$0.74695 / $100

To see the full calculations, please visit for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Debt Service Fund	4,484
Gerenal Fund	36,417,679

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable).*

Description of Debt	Principal or Contract Payments to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
General Obligation Bonds, Series 2026	2,540,000	1,733,763	-	4,273,763
Comb Tax & Rev Cert of Obligation, Series 2025	470,000	672,038	-	1,142,038
Comb Tax & Rev Cert of Obligation, Series 2024	465,000	648,125	-	1,113,125
Comb Tax & Rev Cert of Obligation, Series 2022	885,000	946,843	-	1,831,843
GO Refunding Bond, Series 2021A	760,000	261,700	-	1,021,700
Comb Tax & Rev Cert of Obligation, Series 2020	1,230,000	934,600	-	2,164,600
GO Refunding Bond, Series 2020	445,000	106,625	-	551,625
GO Refunding Bond, Series 2019A	625,000	126,375	-	751,375
GO Refunding Bond, Series 2019	225,000	31,350	-	256,350
Comb Tax & Rev Cert of Obligation, Series 2017	2,165,000	43,300	-	2,208,300
GO Refunding Bond, Series 2016	885,140	35,993	-	921,133
GO Refunding Bond, Series 2015	629,121	103,945	-	733,066
Comb Tax & Rev Cert of Obligation, Series 2015	335,000	132,809	-	467,809
GO Refunding Bond, Series 2014	460,849	145,822	-	606,671

Total Required for 2026 Debt Service	$18,043,397
- Amount, (if any) Paid from Funds Listed in Unencumbered Funds	$0
- Amount, (if any) Paid from Other Resources	$0
- Excess Collections Last Year	$1,126,304
= Total to be Paid from Taxes in 2026	$16,917,093
+ Amount added in anticipation that the unit will collect only 102.95% of its taxes in 2026	-$484,755
= Total debt levy	$16,432,338

This notice contains a summary of actual no-new-revenue and voter- approval calculations as certified by Jennifer Alaniz on 8/14/26.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearing of each entitiy that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

CITY COUNCIL MEETING 7. a.

Meeting Date: 09/10/2026
Subject: Approving the 2026 Annual Update of the Service and Assessment Plan and Assessment Roll for the Bay Creek Public Improvement District
Prepared for: Brian Moran, Development Manager - Economic Dev
Prepared by: Brian Moran, Development Manager - Economic Dev
Department: Development Manager - Economic Dev

Information

ITEM

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.

PREFACE

The City Council authorized the creation of the Bay Creek Public Improvement District (PID) on July 22, 2021, and subsequently approved a Service and Assessment Plan and Assessment Roll on June 27, 2024, securing Phase #1 reimbursement obligations in the principal amount of $4,300,000. Under Sections 372.013 and 372.014 of the PID Act, the Service and Assessment Plan and Assessment Roll must be reviewed and updated annually.

The proposed Ordinance approves the 2026-27 Annual Service Plan Update, sets the 2026-27 annual budget, provides for the collection of the 2026 annual installments totaling $380,490 to cover debt service and administrative expenses, incorporates administrative corrections to the prior assessment balances, and includes the required statutory PID Assessment Notice disclosure pursuant to Texas Property Code Section 5.014. Adoption of this Ordinance maintains compliance with state law and ensures proper collection of PID installments.

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 associated with this item.

Attachments

Ordinance
2026-2027 Bay Creek PID SAP
SAP Presentation

ORDINANCE NO. _____

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 INSTALLMENTS.

****

WHEREAS, the City of Baytown, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act") requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Bay Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the aera of all taxable property that is liable for assessment by the City; and

WHEREAS, on June 24, 2021, the City Council approved a resolution (the "Resolution") to provide for a public hearing date on July 22, 2021, to consider the creation of the District; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on July 4, 2021; and,

WHEREAS, on June 28, 2021, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on July 22, 2021; and

WHEREAS, the City Council approved the creation of the District by Resolution approved on July 22, 2021 (the " Creation Resolution") and published the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act: and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments. as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 27th day of June, 2024, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District: and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2026 (together, the “2026 Updates"): and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2026 Updates attached thereto, in conformity with the requirements of the Act: and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest of the citizens of Baytown, Texas.

NOW, THEREFORE. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, THAT:

SECTION l: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2026 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Baytown, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Baytown without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Charles Johnson, Mayor of the City of Baytown, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
Notary Public, State of Texas

[NOTARY STAMP]

BAY CREEK
PUBLIC IMPROVEMENT DISTRICT

CITY OF BAYTOWN, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/26-8/31/27)

AS APPROVED BY CITY COUNCIL ON:
SEPTEMBER 10, 2026

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

BAY CREEK
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/26-8/31/27)

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I. INTRODUCTION

The Bay Creek Public Improvement District (the "PID") was created pursuant to the PID Act and Resolution No. 2750 of the City Council (the "City Council") on October 13, 2021, to finance certain public improvement projects for the benefit of the property in the PID.

The City of Baytown, Texas (the "City") approved a reimbursement agreement with Castlerock Communities, LLC (the "Developer") effective June 27, 2024. Pursuant to the service and assessment plan approved by the City on June 27, 2024 (the "Service and Assessment Plan"), reimbursement obligations for the Phase #1 Improvements in the aggregate principal amount of $4,300,000 (the "Phase #1 Reimbursement Agreement") are secured by Assessments (the "Phase #1 Assessments").

The Service and Assessment Plan was prepared at the direction of the City identifying the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2026-27 (the "Annual Service Plan Update").

The City also adopted Assessment Rolls identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2026-27 as shown in Appendix C-1. The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix D and a projected assessment schedule for Phase #1 as Appendix C-2. A copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situations described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event that a contract of purchase and sale is entered into without the seller-provided the required notice, the purchaser, subject to certain exceptions described in the PID Act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms in this section not defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Estimated Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on June 27, 2024, the initial total estimated costs of the Phase #1 Improvements, including Phase #1's portion of the Major Improvements, were equal to $7,081,340. According to the Developer as of June 30, 2026, the estimated costs of the Phase #1 Improvements were equal to $7,248,383.

Table II-A on the following page summarizes the estimated sources and uses of funds required to construct the Phase #1 Improvements.

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Table II-A
Estimated Sources and Uses

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions	Updated Budget	Spent to Date	Remaining to Draw
Assessment Amount	$4,300,000	$0	$4,300,000	$4,300,000	$0
Other funding sources	$2,856,340	$167,043	$3,023,383	$1,601,875	$1,421,507
Total Sources	**$7,156,340**	**$167,043**	**$7,323,383**	**$5,901,875**	**$1,421,507**
Uses of Funds					
Major Improvements					
Water	$17,436	$0	$17,436	$0	$17,436
Sanitary sewer	$573,752	$0	$573,752	$506,020	$67,732
Storm drainage	$270,271	$0	$270,271	$266,345	$3,926
Landscaping, parks, and trails	$1,053,587	$0	$1,053,587	$0	$1,053,587
Other soft and miscellaneous costs	$30,273	$0	$30,273	$0	$30,273
Subtotal: Major Improvements	*$1,945,319*	*$0*	*$1,945,319*	*$772,365*	*$1,172,954*
Phase #1 Improvements					
Roadway	$1,836,970	$37,475	$1,874,445	$1,874,445	$0
Water	$501,875	$9,227	$511,102	$511,102	$0
Sanitary sewer	$878,638	$120,341	$998,979	$998,979	$0
Storm drainage	$1,673,966	$0	$1,673,966	$1,669,985	$3,981
Other soft and miscellaneous costs	$244,572	$0	$244,572	$0	$244,572
Subtotal: Phase #1 Improvements	*$5,136,021*	*$167,043*	*$5,303,064*	*$5,054,510*	*$248,553*
Other Assessment Related Costs					
Assessment levy fee and first year Administrative Expenses	$75,000	$0	$75,000	$75,000	$0
Subtotal: Other Assessment Related Costs	*$75,000*	*$0*	*$75,000*	*$75,000*	*$0*
Total Uses	**$7,156,340**	**$167,043**	**$7,323,383**	**$5,901,875**	**$1,421,507**

1 – According to the Service and Assessment Plan approved by the City on June 27, 2024.
2 – According to information provided by the Developer on May 19, 2026. As of July 27, 2026, no requisitions have been approved by the City.

Cost Variances

As stated in Table II-A above, the estimated costs of the Phase #1 Improvements were equal to $7,248,383.

B. Five-Year Service Plan

According to the PID Act, a service plan must cover a period of five years. The budget for the Authorized Improvements is shown in Section II-A. on the previous page, and the Annual Installments expected to be collected for those costs during the next five years are shown in Table II-B below.

Table II-B
Annual Projected Costs and Annual Projected Indebtedness (2024-2032)

Assessment Year Ending 9/01	Projected Annual Installments[1]
2024-2026	$745,102
2027	$380,490
2028	$379,740
2029	$379,201
2030	$379,488
2031	$379,539
2032	$379,352
Total	**$3,022,912**

1 - Assessment years ending 2024 through 2027 reflect actual Annual Installments and are net of applicable credits. Assessment years 2028 through 2032 reflect projected Annual Installments and are subject to change.

C. Annual Budget

Phase #1 Annual Installments – 2026-27

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the tax year following the earlier of (i) with tax bills sent the first October after issuance of a series of Bonds, or (ii) January 31, 2025. Such first Annual Installment for a Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year. Pursuant to condition (ii), the first Phase #1 Annual Installments were due on January 31, 2025. Accordingly, twenty-eight (28) Phase #1 Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Phase #1 Assessment shall bear interest at the rate on the Phase #1 Reimbursement Agreement. The effective interest rate is 6.42 percent for 2026-27. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2026 and will be delinquent on February 1, 2027.

Pursuant to the Service and Assessment Plan, each Phase #1 Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

Annual Installments to be collected for 2026-27

The budget for the PID will be paid from the collection of Phase #1 Annual Installments collected for 2026-27 as shown in Table II-C-1 below.

Table II-C-1
Budget for the Phase #1 Annual Installments to be Collected for 2026-27

	Phase #1 Reimbursement Agreement
Interest payment on March 1, 2027	$133,336
Interest payment on September 1, 2027	$133,336
Principal payment on September 1, 2027	$67,000
Subtotal debt service	*$333,672*
Administrative expenses	$46,818
Subtotal expenses	*$380,490*
Available administrative expense funds	$0
Subtotal funds available	*$0*
Annual Installments	**$380,490**

Debt Service Payments

Phase #1 Annual Installments to be collected for principal and interest on the Phase #1 Reimbursement Agreement include interest due on March 1, 2027, in the amount of $133,336 and September 1, 2027, in the amount of $133,336, which equal interest on the adjusted outstanding Assessment balance of $4,153,769 for six months each and an effective interest rate of 6.42 percent. Annual Installments to be collected on the Phase #1 Reimbursement Agreement include a principal amount of $67,000 due on September 1, 2027. As a result, the total Phase #1 Annual Installments to be collected for principal and interest on the Phase #1 Reimbursement Agreement in 2026-27 is estimated to be equal to $333,672.

Administrative Expenses

Administrative expenses for Phase #1 of the PID include the City, Administrator, Goose Creek ISD Tax Services (the "Tax Office") and Contingency. Estimated charges for the billing and collection of Phase #1 Annual Installments are included as a part of City fees. As shown in Table II-C-2 on the following page, the total administrative expenses to be collected for 2026-27 are estimated to be $46,818.

Table II-C-2
Administrative Budget Breakdown

Description	2026-27 Estimated Budget
City[1]	$6,100
Administrator	$36,000
Contingency	$4,718
Total	**$46,818**

1 – This amount includes $1,000 in estimated charges for the billing and collection of Phase #1 Annual Installments.

Available Administrative Expense Account

The balance in the administrative expense account is anticipated to be used for the payment of current year administrative expenses through January 31, 2027. As a result, there are no funds available in the administrative expense account to reduce the 2026-27 Annual Installments.

D. Annual Installments Per Unit

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the outstanding PID Reimbursement Agreement described in the Service and Assessment Plan, and to cover Administrative Expenses of the PID.

According to the Updated Service and Assessment Plan, 143 units were estimated to be built within the PID. A final plat for Phase #1 was filed and recorded with the City on April 25, 2024. The plat, attached hereto as Appendix A, consisted of 143 lots. According to City records, one property (Lot Type 2) has prepaid their Assessment balance in full.

The Annual Installment for 2026-27 will only be collected from the Assessed Properties within Phase #1 of the PID that are shown in the Service and Assessment Plan. The Annual Installment to be collected from each Lot Type in Phase #1 is determined using the percentage of Assessments for each Lot Type as shown in Table II-D-1 below.

Table II-D-1
Annual Installment Per Unit – Phase #1

Lot Type	Total 2026-27 Annual Installment	Allocation Percentage[1]	Annual Installment Per Unit
Lot Type 1	$380,490	0.77%	$2,920.69
Lot Type 2	$380,490	0.68%	$2,600.61

1 – Allocation percentage for each lot size is calculated as each lot's respective estimated buildout value as a percent of the total estimated buildout value for Phase #1 of the PID.

The list of Parcels within Phase #1 of the PID, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2026-27 are shown in the Assessment Roll Summary attached hereto as Appendix C-1.

(the remainder of this page is intentionally left blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

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IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of the Service and Assessment Plan.

The summary of updated Assessment Roll is shown in Appendix C-1 of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated buildout value to be built on each new subdivided Parcel
D = the sum of the estimated buildout value to be built on all of the new subdivided Parcels

The calculation of the estimated buildout value to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The buildout value to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Developer and Harris Central Appraisal District, 143 lots were subdivided from Parcel 0402210000541 in 2024 as shown in the Service and Assessment Plan.

The original outstanding Assessment against all lots within the PID was $4,300,000. The principal amount collected as part of the 2024-25 Annual Installments was $61,000 and the applicable interest for calculating interest on the Assessments was 6.42 percent. As a result, the outstanding Assessment against all lots after payment of the 2024-25 Annual Installments was $4,239,000. The total outstanding Assessment actually used for calculating the 2025-26 Annual Installments was inadvertently understated to be $4,011,400 and the interest rate used for calculating 2025-26

interest was 6.51 percent. The understated total outstanding Assessment and higher interest rate used for the actual calculation of 2025-26 Annual Installments resulted in understated individual outstanding Assessment amounts allocated to each lot and lower total principal amount collected as part of the 2025-26 Annual Installments. These understatements against each lot and resulting Annual Installments have been corrected and the adjusted 2025-26 outstanding Assessment against each lot is shown in Appendix C-1 of this Annual Service Plan Update. See Table IV-A-1 below for a summary of the adjusted 2025-26 budget.

Table IV-A-1
2025-26 Adjusted Budget[1]

Outstanding Assessment Calculations	Phase #1 RA Prior to Adjustment	Phase #1 RA After Adjustment
Phase #1 Reimbursement Agreement Original Assessment Balance	$4,064,400	$4,300,000
Principal Redemptions	($53,000)	($61,000)
Excess Principal Paid	$0	$0
Prepayments (Non-Redeemed)	$0	$0
Outstanding Assessments	$4,011,400	$4,239,000
Interest Rate	6.51%	6.42%
Annual Installment Calculations		
Interest payment on March 1, 2026	$130,571	$136,072
Interest payment on September 1, 2026	$130,571	$136,072
Principal payment on September 1, 2026	$56,000	$58,000
Subtotal debt service	*$317,142*	*$330,144*
Administrative expenses	$45,900	$32,898
Subtotal expenses	*$363,042*	*$363,042*
Available administrative expense funds	$0	$0
Subtotal funds available	*$0*	*$0*
Annual Installments	**$363,042**	**$363,042**

1 – The Assessment reduction constitutes an administrative correction pursuant to Section VIII of the Service and Assessment Plan.

See Table IV-A-2 on the following page for a summary of the adjusted outstanding 2025-26 Assessments.

Table IV-A-2
2025-26 Adjusted Outstanding Assessment[1]

Lot Type	2025-26 Total Outstanding Assessment Prior to Adjustment	2025-26 Outstanding Assessment per Unit Prior to Adjustment	2025-26 Total Outstanding Assessment After Adjustment	2025-26 Outstanding Assessment per Unit After Adjustment
Lot Type 1	$1,070,405	$30,583	$1,131,138	$32,318
Lot Type 2	$2,940,995	$27,231	$3,107,862	$28,777
Total	**$4,011,400**		**$4,239,000**	

1 – The Assessment reduction constitutes an administrative correction pursuant to Section VIII of the Service and Assessment Plan.

B. PREPAYMENT OF ASSESSMENTS

According to City records, one property (Lot Type 2) has prepaid their Assessment balance in full.

The complete Assessment Roll is available for review at the City Hall, located at 2401 Market Street, Baytown, TX 77522.

APPENDIX A
PID MAP AND AVAILABLE PLATS



BAY CREEK		
LOT SIZE	SECTION 1	SECTION 2
50' X 120'	107 LOTS	121 LOTS
55' X 120'	36 LOTS	28 LOTS
		292 LOTS TOTAL

BAY CREEK
PID #1
PHASE 1 & 2 MAP
±76.1 AC

STATE OF TEXAS
COUNTY OF HARRIS

I, KIRK BREITENWISCHER, EXECUTIVE VICE PRESIDENT OF CASTLEROCK COMMUNITIES, LLC, OWNER OF THE 41.954 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF BAY CREEK SECTION ONE, GEORGE ELLIS SURVEY, A-21 HARRIS COUNTY, TEXAS AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS, TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS PLAT OF BAY CREEK SECTION ONE ACCURATELY REPRESENTS THE PROPOSED PLAN AND TYPE OF DEVELOPMENT OF THAT CERTAIN 41.954 ACRE TRACT OF LAND SHOWN HEREON. WE DO FURTHER DEDICATE TO THE PUBLIC ALL EASEMENTS AND PUBLIC UTILITIES THEREON, AND WE HEREBY COVENANT AND RESTRICT THE LAND SHOWN HEREON THIS PLAT TO THE USES AS SHOWN ON THE PLAT, AND NO USE OF SUCH LAND, DIFFERENT FROM THAT SHOWN ON THE RECORDED PLAT SHALL BE MADE UNLESS AND UNTIL ALL ORDINANCE REQUIREMENTS OF THE CITY OF BAYTOWN AND THE LAWS OF THE STATE OF TEXAS APPLICABLE TO SUCH PROPOSED USES SHALL HAVE FIRST BEEN COMPLIED WITH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SOLD PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF BAYTOWN, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF BAY CREEK SECTION ONE WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, PERMANENT ACCESS EASEMENT, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

IN TESTIMONY WHEREOF, THE CASTLEROCK COMMUNITIES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY Kirk Breitenwischer, E.V.P. THEREUNTO AUTHORIZED, THIS 23rd DAY OF April, 2024.

BY: _____
KIRK BREITENWISCHER
EXECUTIVE VICE PRESIDENT

ATTEST: _____
BRYAN SMITH
SENIOR VICE PRESIDENT LAND
ACQUISITION AND DEVELOPMENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, Kirk Breitenwischer, E.V.P. OF CASTLEROCK COMMUNITIES, ITS GENERAL PARTNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 23rd DAY OF April, 2024.

MY COMMISSION EXPIRES 3-14-2028

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

ELENA ARGINOS FOPOULOS
Notary Public, State of Texas
Comm. Expires 03-14-2028
Notary ID 131189990

I, CHRISTOPHER B. WELLS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY, CORNERS OF THE BLOCK LINES, THE POINT OF INTERSECTION OF CURVES AND TANGENTS, AND LOT CORNERS OF THE SUBDIVISION HAVE BEEN MARKED WITH FIVE-EIGHTHS (5/8) INCH IRON RODS WITH YELLOW CAP STAMPED "COBBFENDLEY & ASSOCIATES", EIGHTEEN (18) INCHES IN LENGTH, UNLESS OTHERWISE NOTED; AND THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

_____
CHRISTOPHER B. WELLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6615

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF BAYTOWN, TEXAS, HAS APPROVED THIS MAP OF BAY CREEK SECTION ONE AND THAT THIS PLAT FULFILLS ALL THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF BAYTOWN AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT ON THIS 29th DAY OF April, 2024.

BY: _____
~~RICK HARROW~~ TIMMI SCOTT
VICE CHAIR, PLANNING AND ZONING COMMISSION

BY: _____
MARTIN SCRIBNER, RCP, CFM
SECRETARY OF THE COMMISSION

I, TENESHIA HUDSPETH, CLERK OF COUNTY OF HARRIS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON May 1, 2024 AT 11:42 O'CLOCK A.M. AND DULY RECORDED ON May 1, 2024 AT 12:49 O'CLOCK P.M., AND IN FILM CODE NO. 707753 OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

TENESHIA HUDSPETH
COUNTY CLERK
OF HARRIS COUNTY, TEXAS

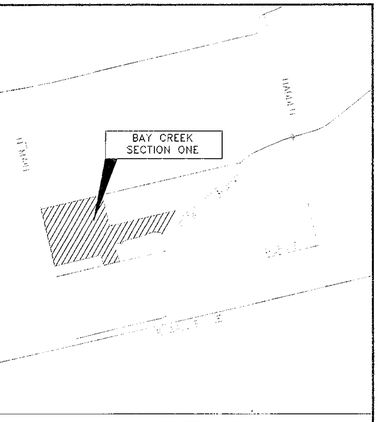
BY: _____
DEPUTY
JAZLYN OCHOA

This certificate is valid only up to the instrument on which this certificate is affixed and only thereto. Any subsequent modification(s) to the attached document voids this certificate.

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

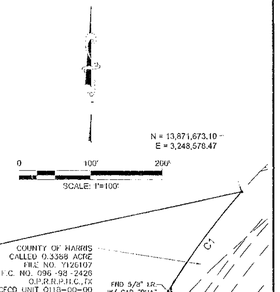
FILED
5/1/2024 11:42 AM
Teneshia Hudspeth
COUNTY CLERK

RP-2024-156584
5/1/2024 hccpirp1 110.00



LOCATION MAP
1"=2,000'
(KEY MAP #461 L & M)





LEGEND

- ● = BOUNDARY CORNER
- U.E. = UTILITY EASEMENT (ORV UTILITIES ONLY)
- E.E. = ELECTRICAL EASEMENT
- W.S.D.U.E. = WATER, SANITARY & DRAINAGE UTILITY EASEMENT
- A.E. = AERIAL EASEMENT
- ROW = RIGHT-OF-WAY
- = STREET NAME BREAK
- ③ = BLOCK NUMBER

OWNER:
CASTLEROCK COMMUNITIES
2401 FOUNTAIN VIEW DRIVE, STE 215
HOUSTON, TX 77057
(713) 600-7000

CobbFendley
TBPE Firm Registration No. 274
TBPELS Firm Registration No. 100467
4424 W Sam Houston Pkwy N, Suite 600
Houston, Texas 77041
713.462.3242 | fax 713.462.3262
www.cobbfendley.com

GENERAL NOTE:

1. EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTE WATER DISPOSAL LINES, GAS AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
2. ALL DRAINAGE AND FLOODWAY EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY.
3. FOR ALL TREES PLANTED IN RESERVES THAT OVERLAP UTILITY EASEMENTS, A ROOT BARRIER MUST BE INSTALLED APPROXIMATELY EIGHT FEET (8') DEEP ALONG THE PLANTING BEDS IN ORDER TO PREVENT ROOT PENETRATION OF THE INFRASTRUCTURE.
4. ALL DRIVEWAY SPACING WILL BE IN ACCORDANCE WITH THE CITY OF BAYTOWN'S ACCESS MANAGEMENT STANDARDS (SECTION 126-644), AT TIME OF CONSTRUCTION. THE ACCESS MANAGEMENT STANDARDS SET FORTH IN SUBSECTION 18-126(B) OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS ARE APPLICABLE TO ALL NONRESIDENTIAL DEVELOPMENTS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY, WHICH ARE SUBJECT TO THE PLATTING REQUIREMENTS OF THIS CHAPTER. PLATS FOR NONRESIDENTIAL DEVELOPMENTS MUST BE ACCOMPANIED BY A SITE PLAN OF THE LOCATIONS AND SIZES OF PROPOSED DRIVEWAYS.
5. THE PROPOSED FACILITY SHALL NOT HINDER THE SURFACE FLOW FROM ADJACENT LAND, NOR CAUSE FLOODING TO ADJACENT PROPERTY.
6. A COLLECTIVE DRAINAGE RELATIVE OF ADEQUATE SIZE AND CAPACITY SHALL BE PROVIDED FOR THE PURPOSE OF A DETENTION POND, AND APPROVED BY THE CITY AND HARRIS COUNTY.
7. ALL COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES, (NAD83, 2011) AND MAY BE UNDERGOING SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR OF 0.99990018.
8. PLAT IS SUBJECT TO APPROVED DEVELOPMENT AGREEMENT ORDINANCE NO. 14, 883 APPROVED BY CITY COUNCIL ON OCTOBER 14, 2021.
9. ANY AND ALL IMPROVEMENTS, INCLUDING DETENTION PONDS, IRRIGATION SYSTEMS WITHIN THE ROW, DRAINAGE AREAS, TRAILS, SCREENING WALL, AND ALL OTHER ITEMS AS LISTED IN THE DEVELOPMENT AGREEMENT WILL BE OWNED AND MAINTAINED BY THE DEVELOPER OR THE HOMEOWNER'S ASSOCIATION AND WILL NOT BE MAINTAINED BY THE CITY OF BAYTOWN AS PER THE APPROVED ORDINANCES.

FLOODPLAIN INFORMATION

THE PROPERTY SHOWN HEREON (EITHER IN TOTAL OR A PORTION) IS LOCATED IN THE FOLLOWING ZONE(S) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 48201C0510M, REVISED JANUARY 6, 2017:

UNSHADED ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ELEVATIONS WERE NOT OBTAINED ON THE SUBJECT TRACT TO DETERMINE THE FLOOD ZONES.

DETERMINATION OF THE FLOOD ZONE IS BASED ON THE GRAPHICAL DELINEATION OF THE ZONES AS DEPICTED ON THE FLOOD PLAIN MAPS.

IF THIS PROPERTY IS NOT WITHIN AN IDENTIFIED FLOOD HAZARD AREA, THIS INFORMATION DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOODPLAIN INFORMATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER.

REFERENCE BENCHMARK

FLOODPLAIN REFERENCE MARK NUMBER 150270 IS A BRASS DISK STAMPED "659 1942" LOCATED AT CROSBY CEDAR BAYOU 0.75 MILES NORTH OF INTERSTATE 10.

ELEVATION = 35.11' (FEET) NAVD 1988, 2001 ADJUSTMENT

BAY CREEK SECTION ONE

A SUBDIVISION CONTAINING 41.954 ACRES
OUT OF THE GEORGE ELLIS LEAGUE, A-21
HARRIS COUNTY, TEXAS
SCALE: 1"=100'
APRIL 2024
9 BLOCKS, 143 LOTS, 12 RESERVES
1 OF 2

LINE TABLE	
LINE #	BEARING & DISTANCE
L1	S12° 10' 23"E ~ 156.92'
L2	N77° 49' 37"E ~ 7.00'
L3	S12° 10' 23"E ~ 4.00'
L4	N71° 51' 13"W ~ 35.18'
L5	N14° 39' 50"E ~ 10.56'
L6	N32° 17' 11"W ~ 13.65'
L7	N79° 14' 12"W ~ 103.29'
L8	S78° 01' 37"W ~ 103.88'
L9	S33° 01' 37"W ~ 14.14'
L10	S70° 15' 25"W ~ 55.44'
L11	S19° 44' 35"E ~ 28.32'
L12	S70° 15' 25"W ~ 50.00'
L13	S77° 34' 04"W ~ 102.61'
L14	S18° 29' 39"E ~ 64.45'
L15	S19° 44' 35"E ~ 80.31'
L16	S17° 00' 42"E ~ 125.35'
L17	S11° 58' 23"E ~ 80.50'
L18	N57° 10' 23"W ~ 14.14'
L19	S77° 49' 37"W ~ 114.91'
L20	N77° 49' 37"E ~ 103.20'
L21	N77° 49' 37"E ~ 177.95'
L22	S77° 49' 37"W ~ 102.71'
L23	S32° 49' 37"W ~ 14.14'
L24	S12° 10' 23"E ~ 222.26'
L25	S20° 31' 42"W ~ 73.85'

LINE TABLE	
LINE #	BEARING & DISTANCE
L26	N12° 10' 23"W ~ 84.77'
L27	N12° 10' 23"W ~ 132.00'
L28	S12° 10' 23"E ~ 131.98'
L29	S77° 49' 37"W ~ 113.00'
L30	N77° 49' 37"E ~ 88.90'
L31	N77° 49' 37"E ~ 145.00'
L32	S77° 49' 37"W ~ 95.00'
L33	S12° 10' 23"E ~ 302.83'
L34	S19° 44' 35"E ~ 33.80'
L35	S19° 44' 35"E ~ 33.80'
L36	S19° 44' 35"E ~ 92.34'
L37	S19° 44' 35"E ~ 92.34'
L38	S19° 44' 35"E ~ 92.34'
L39	S11° 58' 23"E ~ 47.44'
L40	S11° 58' 23"E ~ 47.44'
L41	S11° 58' 23"E ~ 47.44'
L42	N12° 38' 10"W ~ 64.33'
L43	N12° 38' 10"W ~ 76.95'
L44	N77° 34' 04"E ~ 77.02'
L45	N51° 07' 58"W ~ 79.07'
L46	N51° 07' 58"W ~ 61.91'
L47	N77° 32' 46"E ~ 60.38'
L48	N77° 34' 04"E ~ 29.31'
L49	N77° 34' 04"E ~ 29.30'
L50	S12° 25' 35"E ~ 45.00'

LINE TABLE	
LINE #	BEARING & DISTANCE
L51	S77° 34' 08"W ~ 34.67'
L52	N12° 25' 27"W ~ 33.00'
L53	N77° 34' 04"E ~ 45.00'
L54	N53° 09' 09"W ~ 15.83'
L55	S12° 10' 23"E ~ 109.63'
L56	S32° 49' 37"W ~ 14.14'
L57	S77° 49' 37"W ~ 116.68'
L58	S12° 10' 23"E ~ 20.99'
L59	N77° 49' 37"E ~ 109.35'
L60	N77° 49' 37"E ~ 175.59'
L61	N77° 49' 37"E ~ 100.84'
L62	S77° 49' 37"W ~ 113.57'
L63	S57° 10' 23"E ~ 14.14'
L64	N14° 56' 27"W ~ 16.52'
L65	N14° 56' 27"W ~ 50.06'
L66	S32° 49' 37"W ~ 23.27'
L67	S32° 34' 04"W ~ 14.14'
L68	N77° 34' 04"E ~ 58.15'
L69	S32° 41' 50"W ~ 14.17'
L70	N57° 18' 10"W ~ 14.11'
L71	S77° 49' 37"W ~ 71.71'
L72	N77° 49' 37"E ~ 190.00'
L73	N77° 49' 37"E ~ 23.01'

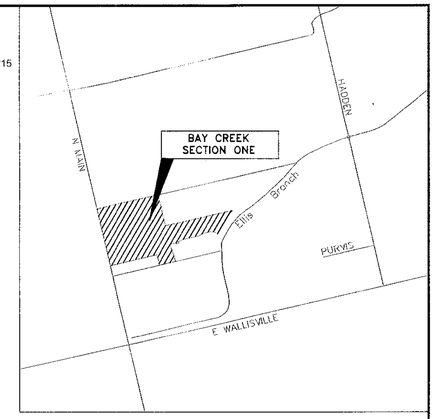
CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING & DISTANCE
C1	1000.00'	9° 58' 24"	174.07'	S36° 30' 42"W ~ 173.85'
C2	690.00'	8° 39' 49"	104.33'	S27° 11' 35"W ~ 104.23'
C3	25.00'	82° 41' 22"	36.08'	N61° 05' 15"W ~ 33.03'
C4	25.00'	89° 43' 09"	39.15'	S57° 18' 49"E ~ 35.27'
C5	25.00'	90° 16' 51"	39.39'	S32° 41' 11"W ~ 35.44'
C6	25.00'	90° 00' 00"	39.27'	N32° 49' 37"E ~ 35.36'
C7	25.00'	90° 00' 00"	39.27'	N57° 10' 23"W ~ 35.36'
C8	25.00'	24° 57' 05"	10.89'	N24° 38' 56"W ~ 10.80'
C9	50.00'	139° 54' 09"	122.09'	N32° 49' 37"E ~ 93.94'
C10	25.00'	24° 57' 05"	10.89'	S89° 41' 51"E ~ 10.80'
C11	50.00'	90° 00' 00"	78.54'	S32° 49' 37"W ~ 70.71'
C12	25.00'	90° 00' 00"	39.27'	N32° 49' 37"E ~ 35.36'
C13	25.00'	90° 00' 00"	39.27'	S57° 10' 23"E ~ 35.36'
C14	25.00'	90° 00' 00"	39.27'	S32° 49' 37"W ~ 35.36'
C15	25.00'	90° 00' 00"	39.27'	N57° 10' 23"W ~ 35.36'
C16	25.00'	90° 00' 00"	39.27'	S32° 49' 37"W ~ 35.36'
C17	25.00'	90° 00' 00"	39.27'	N32° 49' 37"E ~ 35.36'
C18	25.00'	90° 00' 00"	39.27'	S57° 10' 23"E ~ 35.36'
C19	25.00'	90° 00' 00"	39.27'	S32° 49' 37"W ~ 35.36'
C20	25.00'	90° 00' 00"	39.27'	N57° 10' 23"W ~ 35.36'

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING & DISTANCE
C21	25.00'	89° 44' 27"	39.16'	N32° 41' 50"E ~ 35.28'
C22	25.00'	90° 15' 33"	39.38'	S57° 18' 10"E ~ 35.44'
C23	25.00'	85° 49' 41"	37.45'	S59° 31' 08"E ~ 34.05'
C24	625.00'	3° 08' 20"	34.24'	S18° 10' 25"E ~ 34.23'
C25	690.00'	7° 34' 11"	79.27'	S15° 57' 29"E ~ 79.21'
C26	575.00'	2° 22' 43"	23.87'	S18° 33' 13"E ~ 23.87'
C27	25.00'	94° 55' 56"	41.42'	S30° 06' 06"W ~ 36.84'
C28	25.00'	89° 44' 27"	39.16'	N32° 41' 50"E ~ 35.28'
C29	490.00'	7° 34' 11"	52.85'	S15° 57' 29"E ~ 52.81'
C30	375.00'	7° 34' 11"	49.54'	S15° 57' 29"E ~ 49.51'
C31	525.00'	7° 46' 11"	71.19'	S15° 51' 29"E ~ 71.14'
C32	550.00'	7° 46' 11"	74.59'	S15° 51' 29"E ~ 74.53'
C33	575.00'	7° 46' 11"	77.98'	S15° 51' 29"E ~ 77.92'
C34	25.00'	90° 00' 00"	39.27'	S32° 34' 04"W ~ 35.36'
C35	25.00'	90° 00' 00"	39.27'	S57° 25' 56"E ~ 35.36'
C36	25.00'	24° 57' 05"	10.89'	N65° 05' 31"E ~ 10.80'
C37	50.00'	140° 09' 42"	122.31'	S57° 18' 10"E ~ 94.02'
C38	25.00'	24° 57' 05"	10.89'	S00° 18' 09"W ~ 10.80'
C39	25.00'	90° 15' 33"	39.38'	N57° 18' 10"W ~ 35.44'
C40	50.00'	90° 15' 33"	78.77'	S57° 18' 10"E ~ 70.87'

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING & DISTANCE
C41	25.00'	90° 00' 00"	39.27'	S57° 10' 23"E ~ 35.36'
C42	25.00'	90° 00' 00"	39.27'	N32° 49' 37"E ~ 35.36'
C43	25.00'	90° 16' 51"	39.39'	N32° 41' 11"E ~ 35.44'
C44	25.00'	89° 43' 09"	39.15'	S57° 18' 49"E ~ 35.27'
C45	25.00'	21° 02' 22"	9.18'	S01° 39' 12"E ~ 9.13'
C46	50.00'	132° 03' 35"	115.24'	S57° 09' 49"E ~ 91.36'
C47	25.00'	21° 01' 13"	9.17'	N67° 19' 00"E ~ 9.12'
C48	25.00'	90° 00' 00"	39.27'	S57° 10' 23"E ~ 35.36'
C49	50.00'	90° 00' 00"	78.54'	S57° 10' 23"E ~ 70.71'
C50	25.00'	89° 44' 27"	39.16'	S57° 18' 10"E ~ 35.28'
C51	25.00'	90° 15' 33"	39.38'	S32° 41' 50"W ~ 35.44'
C52	25.00'	23° 03' 23"	10.06'	S89° 21' 18"W ~ 9.99'
C53	50.00'	136° 07' 49"	118.80'	S32° 49' 05"W ~ 92.76'
C54	25.00'	23° 04' 26"	10.07'	S23° 42' 36"E ~ 10.00'
C55	25.00'	90° 00' 00"	39.27'	N32° 49' 37"E ~ 35.36'
C56	50.00'	90° 00' 00"	78.54'	N32° 49' 37"E ~ 70.71'

CobbFendley
TBPE Firm Registration No. 274
TBPELS Firm Registration No. 100467
4424 W Sam Houston Pkwy N, Suite 600
Houston, Texas 77041
713.462.3242 | fax 713.462.3262
www.cobbfendley.com

OWNER:
CASTLEROCK COMMUNITIES
2401 FOUNTAIN VIEW DRIVE, STE 215
HOUSTON, TX 77057
(713) 600-7000



LOCATION MAP
1"=2,000'
(KEY MAP #461 L & M)

BLOCK 1	
PARCEL	AREA
1	6196 SF
2	6250 SF
3	6250 SF
4	6250 SF
5	6250 SF
6	6250 SF
7	6250 SF
8	6193 SF

BLOCK 2	
PARCEL	AREA
1	6293 SF
2	6349 SF
3	7974 SF
4	12955 SF
5	9080 SF
6	8205 SF
7	6250 SF
8	6250 SF
9	6250 SF
10	6250 SF
11	6250 SF
12	6250 SF
13	6250 SF
14	6250 SF
15	6250 SF
16	6250 SF
17	6250 SF
18	6250 SF
19	6250 SF
20	6250 SF
21	7991 SF

BLOCK 3	
PARCEL	AREA
1	7366 SF
2	6825 SF

BLOCK 4	
PARCEL	AREA
1	7186 SF
2	6000 SF
3	6000 SF
4	6000 SF
5	6000 SF
6	6000 SF
7	6000 SF
8	6000 SF
9	6000 SF
10	6000 SF
11	6000 SF
12	8300 SF
13	6000 SF
14	6000 SF
15	8232 SF
16	6000 SF
17	6000 SF
18	6000 SF

BLOCK 5	
PARCEL	AREA
1	8527 SF
2	7200 SF
3	7616 SF
4	9131 SF

BLOCK 6	
PARCEL	AREA
1	8450 SF
2	9230 SF
3	8560 SF
4	6875 SF
5	6875 SF
6	6875 SF
7	6875 SF
8	6875 SF
9	6875 SF
10	7281 SF
11	6875 SF
12	6875 SF
13	6875 SF
14	6875 SF
15	6875 SF
16	6875 SF
17	7331 SF
18	10616 SF
19	10152 SF
20	6910 SF

BLOCK 7	
PARCEL	AREA
1	6160 SF
2	6181 SF
3	6060 SF
4	6000 SF
5	6000 SF
6	6000 SF
7	6000 SF
8	6000 SF
9	6000 SF
10	6000 SF
11	7186 SF
12	7186 SF
13	6000 SF
14	6000 SF
15	6000 SF
16	6000 SF
17	6000 SF
18	6000 SF
19	6628 SF
20	11427 SF
21	9754 SF
22	5976 SF
23	7780 SF
24	6600 SF
25	6600 SF
26	6550 SF

BLOCK 8	
PARCEL	AREA
1	6000 SF
2	6000 SF
3	6000 SF
4	6000 SF
5	6000 SF
6	6000 SF
7	7186 SF
8	7186 SF
9	6000 SF
10	6000 SF
11	6000 SF
12	6000 SF
13	6000 SF
14	6000 SF

BLOCK 9	
PARCEL	AREA
1	5970 SF
2	6009 SF
3	10540 SF
4	12100 SF
5	6521 SF
6	6000 SF
7	6000 SF
8	6000 SF
9	6000 SF
10	6000 SF
11	6000 SF
12	7186 SF
13	7186 SF
14	6000 SF
15	6000 SF
16	6000 SF
17	6000 SF
18	6000 SF
19	6000 SF
20	6000 SF
21	6000 SF
22	6000 SF
23	6255 SF
24	7865 SF
25	6600 SF
26	6600 SF
27	6900 SF
28	6600 SF
29	6600 SF
30	8026 SF

RESERVE TABLE		
RESERVE	AREA	USE
A	0.35 AC	LANDSCAPE/OPEN SPACE
B	1.02 AC	LANDSCAPE/OPEN SPACE
C	0.08 AC	LANDSCAPE/OPEN SPACE
D	0.28 AC	LANDSCAPE/OPEN SPACE
E	0.60 AC	PARK
F	6.88 AC	DETENTION
G	0.32 AC	LANDSCAPE/OPEN SPACE
H	0.89 AC	PARK
I	0.18 AC	LANDSCAPE/OPEN SPACE
J	0.54 AC	LANDSCAPE/OPEN SPACE
K	0.16 AC	LIFT STATION
L	0.16 AC	LANDSCAPE/OPEN SPACE
M	0.59 AC	HCFCD DRAINAGE EASEMENT

DESCRIPTION OF A TRACT OF LAND CONTAINING
41.954 ACRES (1,827,525 SQUARE FEET) SITUATED IN
GEORGE ELLIS LEAGUE, A-21 IN HARRIS COUNTY, TEXAS

Being a tract of land containing 41.954 acres (1,827,525 square feet) situated in the George Ellis League, A-21 in Harris County, Texas, being out of Lot 13 of the Subdivision of the George Ellis League, A-21, a subdivision plat recorded in Volume 72, Page 459 of the Deed Records of Harris County, Texas, being part of a called 36.028-acre tract as conveyed unto Castlerock Communities, LP, by deed recorded under County Clerk's File No. RP-2021-353568 of the Official Public Records of Real Property of Harris County, Texas, and also being part of a called 33.525-acre tract as conveyed unto Castlerock Communities, LP, by deed recorded under County Clerk's File No. RP-2021-357248 of the Official Public Records of Real Property of Harris County, Texas, said 41.954-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 2" iron pipe located on the northeasterly right-of-way line of North Main Street (80 feet wide at this point) for the southwesterly corner of said 33.525-acre tract, for the northwesterly corner of a called 2.2653-acre tract (Tract 2) as conveyed unto Matthew J. Seymour by deed recorded under County Clerk's File No. RP-2019-161688 of the Official Public Records of Real Property of Harris County, Texas, and for the southwesterly corner of said tract herein described;

THENCE North 12° 27' 14" West with the easterly right-of-way line of said North Main Street and the westerly line of said 33.525-acre tract, at a distance of 536.95 feet passing a found 1/2-inch iron rod with cap stamped "ESQR 2634" for the northwesterly corner of said 33.525-acre tract and for the southwesterly corner of said 36.028-acre tract, continuing with the easterly right-of-way line of said North Main Street and the westerly line of said 36.028-acre tract for a total distance of 1,135.11 feet to a found 5/8-inch iron rod for the northwesterly corner of said 36.028-acre tract, for the southwesterly corner of a called 31.574-acre tract as conveyed unto Missouri Pacific Railroad Company by deed recorded under County Clerk's File No. R902767, Film Code No. 507-28-0883 of the Official Public Records of Real Property of Harris County, Texas, and for the northwesterly corner of said tract herein described;

THENCE North 77° 51' 22" East with the northerly line of said 36.028-acre tract and the southerly line of said 31.574-acre tract, a distance of 1,207.75 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for the most westerly northeast corner of said tract herein described;

THENCE South 12° 10' 23" East over and across said 36.028-acre tract, a distance of 156.92 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE North 77° 49' 37" East, a distance of 7.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 12° 10' 23" East, at a distance of 441.42 feet passing the south line of said 36.028-acre tract and the north line of said 33.525-acre tract, continuing over and across said 33.525-acre tract for a total distance of 461.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE North 77° 49' 37" East, a distance of 170.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 12° 10' 23" East, a distance of 4.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE North 77° 49' 37" East, a distance of 1,160.45 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" located in the easterly line of said 33.525-acre tract, and the northwesterly line of a called 0.3388-acre tract as conveyed unto the County of Harris by deed recorded under County Clerk's File No. Y126107, Film Code No. 096-98-2426 of the Official Public Records of Real Property of Harris County, Texas, for the beginning of a non-tangent curve to the left and for the most easterly northeast corner of said tract herein described;

THENCE in a southwesterly direction with the easterly line of said 33.525-acre tract, the westerly line of said 0.3388-acre tract and with said non-tangent curve to the left whose radius is 1,000.00 feet and whose central angle is 09° 58' 24" (chord bears South 36° 30' 42" West, a distance of 173.85 feet) for an arc length of 174.07 feet to a found 1/2-inch iron rod with cap stamped "BHA" for a corner in the easterly line of said 33.525-acre, for a corner in the westerly line of said 0.3388-acre tract, for the point of tangency and for a corner in the easterly line of said tract herein described;

THENCE South 31° 31' 30" West continuing with the easterly line of said 33.525-acre tract and the westerly line of said 0.3388-acre tract, at a distance of 234.35 feet passing a point for the northwesterly corner of a called 0.2271-acre tract as conveyed unto the County of Harris by deed recorded under County Clerk's File No. Y012509, Film Code No. 594-51-2032 of the Official Public Records of Real Property of Harris County, Texas, from which a found 1/2-inch iron rod with cap stamped "BHA" bears South 58° 43' 38" East, a distance of 0.15 feet; continuing with the easterly line of said 33.525-acre tract and the westerly line of said 0.2271-acre tract for a total distance of 261.07 feet to a found 1/2-inch iron rod with cap stamped "BHA" for a corner in the easterly line of said 33.525-acre tract, for a corner in the westerly line of said 0.2271-acre tract for the beginning of a tangent curve to the left and for a corner of said tract herein described;

THENCE in a southwesterly direction with the easterly line of said 33.525-acre tract, with the westerly line of said 0.2271-acre tract and with said tangent curve to the left whose radius is 690.00 feet and whose central angle is 08° 39' 49" (chord bears South 27° 11' 35" West, a distance of 104.23 feet) for an arc length of 104.33 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for the point of non-tangency and for the most easterly southeast corner of said tract herein described;

THENCE North 71° 51' 13" West over and across said 33.525-acre tract, a distance of 35.18 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE North 14° 39' 50" East, a distance of 10.56 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE North 32° 17' 11" West, a distance of 13.65 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE North 79° 14' 12" West, a distance of 103.29 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 78° 01' 37" West, a distance of 103.88 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 66° 10' 57" West, a distance of 168.59 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 78° 01' 37" West, a distance of 320.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 33° 01' 37" West, a distance of 14.14 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 70° 15' 25" West, a distance of 55.44 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 19° 44' 35" East, a distance of 28.32 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 70° 15' 25" West, a distance of 50.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for the beginning of a non-tangent curve to the left and for an interior corner of said tract herein described;

THENCE in a northwesterly direction with said non-tangent curve to the left whose radius is 25.00 feet and whose central angle is 82° 41' 22" (chord bears North 61° 05' 15" West, a distance of 33.03 feet) for an arc length of 36.08 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for the point of tangency and for an interior corner of said tract herein described;

THENCE South 77° 34' 04" West, a distance of 102.61 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 18° 29' 39" East, a distance of 64.45 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 19° 44' 35" East, a distance of 80.31 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 17° 00' 42" East, a distance of 125.35 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" for an interior corner of said tract herein described;

THENCE South 11° 58' 23" East, a distance of 80.50 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb Fendley & Associates" located on the southerly line of said 33.525-acre tract and the northerly line of a called 60.7025-acre tract as conveyed unto Tela Properties Inc., by deed recorded under County Clerk's File No. RP-2017-362761 of the Official Public Records of Real Property of Harris County, Texas, for the most westerly southeast corner of said tract herein described;

THENCE South 78° 01' 37" West with the southerly line of said 33.525-acre tract and the northerly line of said 60.7025-acre tract, a distance of 316.72 feet to a found 1-inch iron pipe for an angle point in the southerly line of said 33.525-acre tract, for the southeasterly corner of said 2.2653-acre tract, for an interior corner of said tract herein described;

THENCE North 12° 38' 10" West with the southerly line of said 33.525-acre tract and the easterly line of said 2.2653-acre tract, a distance of 206.67 feet to a found 1-inch iron pipe for an angle point in the southerly line of said 33.525-acre tract, for the northeasterly corner of said 2.2653-acre tract and for an interior corner of said tract herein described;

THENCE South 77° 34' 04" West with the southerly line of said 33.525-acre tract and the northerly line of said 2.2653-acre tract, a distance of 919.43 feet to the POINT OF BEGINNING and containing 41.954 acres (1,827,525 square feet) of land, more or less.

OFFICE OF
TENESHA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILM CODE 707754
BAY CREEK SECTION ONE
THIS IS PAGE 2 OF 3 PAGES
SCANNUM: Content:04439
KEY MAP

BAY CREEK SECTION ONE

A SUBDIVISION CONTAINING 41.954 ACRES
OUT OF THE GEORGE ELLIS LEAGUE, A-21
HARRIS COUNTY, TEXAS
SCALE: 1"=100'
APRIL 2024
9 BLOCKS, 143 LOTS, 12 RESERVES
2 OF 2

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:
CASTLEROCK COMMUNITIES LP
2401 FOUNTAIN VIEW STE 215
HOUSTON, TX 77057-4804
USA

Legal Description
PT TRS 37A-1 37A-1C & 37A-2 & 37A-4 (HOMESITE)
ABST 21 G ELLIS

Parcel Address: 8902 N MAIN ST
Legal Acres: 1.0000

Account Number: 040-221-000-0204

Certificate No: 12303262
Certificate Fee: $10.00

Print Date: 02/12/2024 09:54:52 AM
Paid Date:
Issue Date: 02/12/2024
Operator ID: EAVILA

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2023. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:
CASTLEROCK COMMUNITIES LP
2401 FOUNTAIN VIEW STE 215
HOUSTON, TX 77057-4804
USA

Certified Tax Unit(s):
40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education
664 Emergency Serv Dist #75

2023 Value:	17,424
2023 Levy:	$110.66
2023 Levy Balance:	$0.00
Prior Year Levy Balance:	$0.00
Total Levy Due:	$0.00
P&I + Attorney Fee:	$0.00
Total Amount Due:	$0.00

Reference (GF) No: N/A
Issued By:
ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

53.1.99

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILM CODE 707755
BAY CREEK SECTION ONE
THIS IS PAGE 3 OF 5 PAGES
SCANNER Context #244409

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : 0402210000204
AD NUMBER: 0402210000204
GF NUMBER:
CERTIFICATE NO : 7681457

DATE : 2/7/2024
FEE : $10.00

PROPERTY DESCRIPTION
PT TRS 37A-1 37A-1C & 37A-2 & 37A-4[(HOMESITE)]ABST 21G ELLIS

COLLECTING AGENCY
GCCISD TAX SERVICES
P.O.BOX 2805
607 W Baker Road
BAYTOWN TX 77522-2805

0008902 N MAIN ST
1 ACRES

REQUESTED BY

PROPERTY OWNER
CASTLEROCK COMMUNITIES LP

2401FOUNTAIN VIEW STE 215
HOUSTON TX 770574804

TX

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE GOOSE CREEK CISD TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES

LAND MKT VALUE:	17,424	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	17,424	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2023	GOOSE CREEK CISD	0.00	0.00	0.00	0.00	0.00	0.00
2023	LEE COLLEGE DISTRICT	0.00	0.00	0.00	0.00	0.00	0.00
						2023 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE 2/2024 : $ 0.00

ISSUED TO :
ACCOUNT NUMBER: 0402210000204

Changes made by H.C.A.D. or C.A.D. may make this certificate invalid

CERTIFIED BY : Sandra Valbuena Goose Creek CISD

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:
CASTLE ROCK COMMUNITIES LP
2401 FOUNTAIN VIEW STE 215
HOUSTON, TX 77057-4804
USA

Legal Description
TR 37A-5
ABST 21 G ELLIS

Parcel Address: 0 N MAIN ST
Legal Acres: 35.9895

Account Number: 040-221-000-0541

Certificate No: 12303263
Certificate Fee: $10.00

Print Date: 02/12/2024 09:55:05 AM
Paid Date:
Issue Date: 02/12/2024
Operator ID: EAVILA

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2023. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:
CASTLE ROCK COMMUNITIES LP
2401 FOUNTAIN VIEW STE 215
HOUSTON, TX 77057-4804
USA

Certified Tax Unit(s):
40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education
664 Emergency Serv Dist #75

2023 Value:	627,081
2023 Levy:	$3,982.52
2023 Levy Balance:	$0.00
Prior Year Levy Balance:	$0.00
Total Levy Due:	$0.00
P&I + Attorney Fee:	$0.00
Total Amount Due:	$0.00

Reference (GF) No: N/A
Issued By:
ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

53.1.99

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : 0402210000541
AD NUMBER: 0402210000541
GF NUMBER:
CERTIFICATE NO : 7681329

DATE : 2/7/2024
FEE : $10.00

PROPERTY DESCRIPTION
TR 37A-5[ABST 21G ELLIS

COLLECTING AGENCY
GCCISD TAX SERVICES
P.O.BOX 2805
607 W Baker Road
BAYTOWN TX 77522-2805

0000000 N MAIN ST
35.9895 ACRES

REQUESTED BY

PROPERTY OWNER
CASTLE ROCK COMMUNITIES LP

2401FOUNTAIN VIEW STE 215
HOUSTON TX 770574804

TX

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE GOOSE CREEK CISD TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES

LAND MKT VALUE:	627,081	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	627,081	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2023	GOOSE CREEK CISD	0.00	0.00	0.00	0.00	0.00	0.00
2023	LEE COLLEGE DISTRICT	0.00	0.00	0.00	0.00	0.00	0.00
						2023 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE 2/2024 : $ 0.00

ISSUED TO :
ACCOUNT NUMBER: 0402210000541

Changes made by H.C.A.D. or C.A.D. may make this certificate invalid

CERTIFIED BY : Sandra Valbuena Goose Creek CISD

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:
CASTLEROCK COMMUNITIES LP
2401 FOUNTAIN VIEW STE 215
HOUSTON, TX 77057-4804
USA

Legal Description
PT TRS 37A-1 37A-1C 37A-2 & 37A-4 (AG-USE)
ABST 21 G ELLIS

Parcel Address: 8902 N MAIN ST
Legal Acres: 32.5479

Account Number: 040-221-000-0710

Certificate No: 12303261
Certificate Fee: $10.00

Print Date: 02/12/2024 09:54:40 AM
Paid Date:
Issue Date: 02/12/2024
Operator ID: EAVILA

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2023. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:
CASTLEROCK COMMUNITIES LP
2401 FOUNTAIN VIEW STE 215
HOUSTON, TX 77057-4804
USA

Certified Tax Unit(s):
40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education
664 Emergency Serv Dist #75

2023 Value:	567,114
2023 Levy:	$3,601.68
2023 Levy Balance:	$0.00
Prior Year Levy Balance:	$0.00
Total Levy Due:	$0.00
P&I + Attorney Fee:	$0.00
Total Amount Due:	$0.00

Reference (GF) No: N/A
Issued By:
ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

53.1.99

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : 0402210000710
AD NUMBER: 0402210000710
GF NUMBER:
CERTIFICATE NO : 7681284

DATE : 2/7/2024
FEE : $10.00

PROPERTY DESCRIPTION
PT TRS 37A-1 37A-1C 37A-2 & 37A-4(AG-USE)ABST 21G ELLIS

COLLECTING AGENCY
GCCISD TAX SERVICES
P.O.BOX 2805
607 W Baker Road
BAYTOWN TX 77522-2805

0008902 N MAIN ST
32.5479 ACRES

REQUESTED BY

PROPERTY OWNER
CASTLEROCK COMMUNITIES LP

2401FOUNTAIN VIEW STE 215
HOUSTON TX 770574804

TX

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE GOOSE CREEK CISD TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES

LAND MKT VALUE:	567,114	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	567,114	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2023	GOOSE CREEK CISD	0.00	0.00	0.00	0.00	0.00	0.00
2023	LEE COLLEGE DISTRICT	0.00	0.00	0.00	0.00	0.00	0.00
						2023 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE 2/2024 : $ 0.00

ISSUED TO :
ACCOUNT NUMBER: 0402210000710

Changes made by H.C.A.D. or C.A.D. may make this certificate invalid

CERTIFIED BY : Sandra Valbuena Goose Creek CISD

APPENDIX B
PREPAID PARCELS

Parcel ID	Full/Partial
1477330080005	Full

APPENDIX C-1
ASSESSMENT ROLL SUMMARY – 2026-27

Appendix C-1
Assessment Roll Summary
2026-27

Parcel	Estimated No. of units	Lot Type	Lot Size	Initial Assessment Allocation	Current (2026-27) Assessment Allocation	2025-26 Adjusted Outstanding Assessment[1]	2026-27 Outstanding Assessment	Principal	Interest	Administrative Expense	Annual Installment
1477330010001	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010002	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010003	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010004	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010005	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010006	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010007	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010008	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330010009	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330020001	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020002	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020003	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020004	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020005	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020006	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020007	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020008	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020009	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020010	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020011	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020012	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020013	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020014	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020015	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020016	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020017	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020018	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020019	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020020	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020021	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330020022	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330030001	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330030002	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330030003	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330040001	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040002	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040003	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040004	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040005	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040006	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040007	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040008	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040009	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040010	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040011	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040012	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330040013	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040014	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040015	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330040016	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040017	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040018	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330040019	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330040020	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330040021	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330050001	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330050002	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330050003	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330050004	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060001	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060002	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060003	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060004	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060005	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060006	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060007	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060008	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060009	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060010	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060011	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060012	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060013	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060014	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060015	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060016	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060017	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060018	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060019	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330060020	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330060021	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330060022	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330060023	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330060024	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330070001	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070002	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070003	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61

Appendix C-1
Assessment Roll Summary
2026-27

Parcel	Estimated No. of units	Lot Type	Lot Size	Initial Assessment Allocation	Current (2026-27) Assessment Allocation	2025-26 Adjusted Outstanding Assessment[1]	2026-27 Outstanding Assessment	Principal	Interest	Administrative Expense	Annual Installment
1477330070004	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070005	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070006	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070007	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070008	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070009	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070010	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070011	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070012	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070013	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070014	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070015	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070016	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070017	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070018	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070019	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070020	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070021	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070022	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070023	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330070024	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330070025	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330070026	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330070027	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330080001	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080002	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080003	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080004	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080005	1	Lot Type 2	50'	0.68%	PREPAID	$28,777	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
1477330080006	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080007	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080008	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080009	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080010	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080011	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080012	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080013	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080014	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330080015	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330090001	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090002	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090003	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090004	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090005	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090006	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090007	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090008	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090009	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090010	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090011	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090012	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090013	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090014	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090015	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090016	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090017	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090018	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090019	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090020	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090021	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090022	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090023	1	Lot Type 2	50'	0.68%	0.68%	$28,777	$28,391	$457.94	$1,822.68	$320.00	$2,600.61
1477330090024	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330090025	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330090026	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330090027	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330090028	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330090029	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330090030	1	Lot Type 1	55'	0.76%	0.77%	$32,318	$31,885	$514.30	$2,047.01	$359.38	$2,920.69
1477330090031	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330090032	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
1477330090033	0	Open	Open	0.00%	0.00%	$0	$0	$0.00	$0.00	$0.00	$0.00
	143			**100.00%**	**100.00%**	**$4,239,000**	**$4,153,769**	**$67,000.00**	**$266,671.94**	**$46,818.00**	**$380,489.94**

1 - The Assessment Roll Summary included as part of the 2025-26 Annual Service Plan Update understated the total outstanding Assessment balances for each lot after subdivision. The corrected 2025-26 outstanding Assessment balances for each subdivided lot are shown in this assessment roll summary.

APPENDIX C-2
PHASE #1 PROJECTED ASSESSMENT SCHEDULES

Bay Creek Public Improvement District
Summary of Projected Annual Installments
Phase #1

Lot Size	50 Ft Lots
Assessment	$28,391

Year[1]	Cumulative Outstanding Principal	Phase #1 R.A. Principal[2]	Phase #1 R.A. Interest[2]	Administrative Expenses[3]	Total Annual Installment
2026	$28,391	$458	$1,823	$320	$2,601
2027	$27,933	$478	$1,791	$326	$2,595
2028	$27,454	$499	$1,760	$333	$2,592
2029	$26,955	$526	$1,728	$340	$2,594
2030	$26,429	$554	$1,694	$346	$2,594
2031	$25,875	$581	$1,659	$353	$2,593
2032	$25,294	$615	$1,621	$360	$2,597
2033	$24,679	$642	$1,582	$368	$2,592
2034	$24,037	$677	$1,541	$375	$2,592
2035	$23,360	$718	$1,497	$382	$2,597
2036	$22,642	$752	$1,451	$390	$2,593
2037	$21,891	$800	$1,403	$398	$2,600
2038	$21,091	$841	$1,351	$406	$2,598
2039	$20,250	$889	$1,297	$414	$2,600
2040	$19,362	$936	$1,240	$422	$2,599
2041	$18,425	$991	$1,180	$431	$2,602
2042	$17,434	$1,046	$1,117	$439	$2,602
2043	$16,389	$1,107	$1,050	$448	$2,605
2044	$15,281	$1,176	$978	$457	$2,611
2045	$14,106	$1,244	$903	$466	$2,613
2046	$12,862	$1,312	$823	$475	$2,611
2047	$11,549	$1,394	$739	$485	$2,618
2048	$10,155	$1,476	$649	$495	$2,620
2049	$8,679	$1,565	$555	$505	$2,624
2050	$7,114	$1,654	$454	$515	$2,623
2051	$5,460	$1,757	$348	$525	$2,629
2052	$3,703	$1,866	$235	$535	$2,637
2053	$1,837	$1,837	$115	$546	$2,499
Total		**$28,391**	**$32,583**	**$11,856**	**$72,830**

1 - Annual Installments billed by the Goose Creek ISD Tax Office during Year 2026 will be billed on or around 10/1/2026 and payment is due by 1/31/2027.
2 - The principal and interest amounts are calculated for the Phase #1 Reimbursement Agreement amount and will not increase during the life of the Phase #1 Reimbursement Agreement. Interest amounts are calculated through the principal payment date of each year.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Update.

THIS SCHEDULE IS AN ESTIMATE OF ANNUAL INSTALLMENT PAYMENTS AND IS SUBJECT TO CHANGE. THE EXACT AMOUNT OF EACH ANNUAL INSTALLMENT WILL BE REFLECTED IN THE BAY CREEK PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN, AS THE SAME IS UPDATED EACH YEAR.

Property Owners may choose to prepay their Assessment at any time. Effective January 1, 2024, for any single-family residential parcel prepaying an Assessment, a $500 fee will be included in the total payoff amount to cover processing and other lien release related filing expenses. If interested in prepaying an Assessment, please contact MuniCap by telephone at (469) 490-2800 or email at txpid@municap.com.

Bay Creek Public Improvement District
Summary of Projected Annual Installments
Phase #1

Lot Size	55 Ft Lots
Assessment	$31,885

Year[1]	Cumulative Outstanding Principal	Phase #1 R.A. Principal[2]	Phase #1 R.A. Interest[2]	Administrative Expenses[3]	Total Annual Installment
2026	$31,885	$514	$2,047	$359	$2,921
2027	$31,371	$537	$2,011	$367	$2,915
2028	$30,833	$560	$1,977	$374	$2,911
2029	$30,273	$591	$1,941	$381	$2,913
2030	$29,682	$622	$1,903	$389	$2,913
2031	$29,060	$652	$1,863	$397	$2,912
2032	$28,408	$691	$1,821	$405	$2,916
2033	$27,717	$722	$1,776	$413	$2,911
2034	$26,995	$760	$1,730	$421	$2,911
2035	$26,235	$806	$1,681	$429	$2,917
2036	$25,429	$844	$1,630	$438	$2,912
2037	$24,585	$898	$1,575	$447	$2,920
2038	$23,687	$944	$1,518	$456	$2,918
2039	$22,743	$998	$1,457	$465	$2,920
2040	$21,745	$1,052	$1,393	$474	$2,919
2041	$20,693	$1,113	$1,326	$484	$2,922
2042	$19,580	$1,174	$1,254	$493	$2,922
2043	$18,406	$1,244	$1,179	$503	$2,925
2044	$17,162	$1,320	$1,099	$513	$2,932
2045	$15,842	$1,397	$1,014	$524	$2,935
2046	$14,445	$1,474	$924	$534	$2,932
2047	$12,971	$1,566	$830	$545	$2,940
2048	$11,405	$1,658	$729	$556	$2,943
2049	$9,747	$1,758	$623	$567	$2,947
2050	$7,989	$1,858	$510	$578	$2,946
2051	$6,131	$1,973	$391	$590	$2,953
2052	$4,159	$2,096	$264	$601	$2,961
2053	$2,063	$2,063	$129	$613	$2,806
Total		**$31,885**	**$36,594**	**$13,316**	**$81,794**

1 - Annual Installment billed by the Goose Creek ISD Tax Office during Year 2026 will be billed on or around 10/1/2026 and payment is due by 1/31/2027.

2 - The principal and interest amounts are calculated for the Phase #1 Reimbursement Agreement amount and will not increase during the life of the Phase #1 Reimbursement Agreement. Interest amounts are calculated through the principal payment date of each year.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Update.

THIS SCHEDULE IS AN ESTIMATE OF ANNUAL INSTALLMENT PAYMENTS AND IS SUBJECT TO CHANGE. THE EXACT AMOUNT OF EACH ANNUAL INSTALLMENT WILL BE REFLECTED IN THE BAY CREEK PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN, AS THE SAME IS UPDATED EACH YEAR.

Property Owners may choose to prepay their Assessment at any time. Effective January 1, 2024, for any single-family residential parcel prepaying an Assessment, a $500 fee will be included in the total payoff amount to cover processing and other lien release related filing expenses. If interested in prepaying an Assessment, please contact MuniCap by telephone at (469) 490-2800 or email at txpid@municap.com.

APPENDIX D
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT
TO
THE CITY OF BAYTOWN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Baytown, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the **Bay Creek Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Date: _____

_____ _____
Signature of Seller Signature of Seller

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

City of Baytown, Texas



Overview of: Bay Creek Public Improvement District 2026-27 Service and Assessment Plan Update

MuniCap, Inc.
Public Finance

9/10/2026

Authorized Improvement Budget

City of Baytown, Texas

Table II-A
Estimated Sources and Uses

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions	Updated Budget	Spent to Date	Remaining to Draw
Assessment Amount	$4,300,000	$0	$4,300,000	$4,300,000	$0
Other funding sources	$2,856,340	$167,043	$3,023,383	$1,601,875	$1,421,507
Total Sources	**$7,156,340**	**$167,043**	**$7,323,383**	**$5,901,875**	**$1,421,507**
Uses of Funds					
Major Improvements					
Water	$17,436	$0	$17,436	$0	$17,436
Sanitary sewer	$573,752	$0	$573,752	$506,020	$67,732
Storm drainage	$270,271	$0	$270,271	$266,345	$3,926
Landscaping, parks, and trails	$1,053,587	$0	$1,053,587	$0	$1,053,587
Other soft and miscellaneous costs	$30,273	$0	$30,273	$0	$30,273
Subtotal: Major Improvements	*$1,945,319*	*$0*	*$1,945,319*	*$772,365*	*$1,172,954*
Phase #1 Improvements					
Roadway	$1,836,970	$37,475	$1,874,445	$1,874,445	$0
Water	$501,875	$9,227	$511,102	$511,102	$0
Sanitary sewer	$878,638	$120,341	$998,979	$998,979	$0
Storm drainage	$1,673,966	$0	$1,673,966	$1,669,985	$3,981
Other soft and miscellaneous costs	$244,572	$0	$244,572	$0	$244,572
Subtotal: Phase #1 Improvements	*$5,136,021*	*$167,043*	*$5,303,064*	*$5,054,510*	*$248,553*
Other Assessment Related Costs					
Assessment levy fee and first year Administrative Expenses	$75,000	$0	$75,000	$75,000	$0
Subtotal: Other Assessment Related Costs	*$75,000*	*$0*	*$75,000*	*$75,000*	*$0*
Total Uses	**$7,156,340**	**$167,043**	**$7,323,383**	**$5,901,875**	**$1,421,507**

1 – According to the Service and Assessment Plan approved by the City on June 27, 2024.
2 – According to information provided by the Developer on May 19, 2026. As of July 27, 2026, no requisitions have been approved by the City.

Annual Budget

Table II-C-1
Budget for the Phase #1 Annual Installments to be Collected for 2026-27

	Phase #1 Reimbursement Agreement
Interest payment on March 1, 2027	$133,336
Interest payment on September 1, 2027	$133,336
Principal payment on September 1, 2027	$67,000
Subtotal debt service	*$333,672*
Administrative expenses	$46,818
Subtotal expenses	*$380,490*
Available administrative expense funds	$0
Subtotal funds available	*$0*
Annual Installments	**$380,490**

ANNUAL INSTALLMENTS PER UNIT

Table II-D-1
Annual Installment Per Unit – Phase #1

Lot Type	Total 2026-27 Annual Installment	Allocation Percentage[1]	Annual Installment Per Unit
Lot Type 1	$380,490	0.77%	$2,920.69
Lot Type 2	$380,490	0.68%	$2,600.61

1 – Allocation percentage for each lot size is calculated as each lot's respective estimated buildout value as a percent of the total estimated buildout value for Phase #1 of the PID.

2025-26 Adjusted Budget

Table IV-A-1
2025-26 Adjusted Budget[1]

Outstanding Assessment Calculations	Phase #1 RA Prior to Adjustment	Phase #1 RA After Adjustment
Phase #1 Reimbursement Agreement Original Assessment Balance	$4,064,400	$4,300,000
Principal Redemptions	($53,000)	($61,000)
Excess Principal Paid	$0	$0
Prepayments (Non-Redeemed)	$0	$0
Outstanding Assessments	$4,011,400	$4,239,000
Interest Rate	6.51%	6.42%
Annual Installment Calculations		
Interest payment on March 1, 2026	$130,571	$136,072
Interest payment on September 1, 2026	$130,571	$136,072
Principal payment on September 1, 2026	$56,000	$58,000
Subtotal debt service	*$317,142*	*$330,144*
Administrative expenses	$45,900	$32,898
Subtotal expenses	*$363,042*	*$363,042*
Available administrative expense funds	$0	$0
Subtotal funds available	*$0*	*$0*
Annual Installments	**$363,042**	**$363,042**

1 – The Assessment reduction constitutes an administrative correction pursuant to Section VIII of the Service and Assessment Plan.

2025-26 Adjusted Outstanding Assessment per Lot Type

Table IV-A-2
2025-26 Adjusted Outstanding Assessment[1]

Lot Type	2025-26 Total Outstanding Assessment Prior to Adjustment	2025-26 Outstanding Assessment per Unit Prior to Adjustment	2025-26 Total Outstanding Assessment After Adjustment	2025-26 Outstanding Assessment per Unit After Adjustment
Lot Type 1	$1,070,405	$30,583	$1,131,138	$32,318
Lot Type 2	$2,940,995	$27,231	$3,107,862	$28,777
Total	**$4,011,400**		**$4,239,000**	

1 – The Assessment reduction constitutes an administrative correction pursuant to Section VIII of the Service and Assessment Plan.

Changes to Assessment Methodology

- There have been no changes to the Assessment methodology that was previously approved in the Service and Assessment Plan.

Parcel Subdivision

- There have been no additional Parcel subdivisions or consolidations since the approval of the 2025-26 Annual Service Plan Update.

PREPAYMENTS

- As of June 30, 2026, one Parcel has prepaid their outstanding Assessment in full.

Next Steps

- Upon approval of the 2026-27 Annual SAP Update, the approved amounts for each Parcel will be provided to the Goose Creek CISD Tax Office for billing with the 2026 property taxes.

Contact Information

MuniCap, Inc.
Public Finance

www.municap.com

3730 Kirby Drive,
Suite 1200
Houston, TX 77098

600 E. John Carpenter
Freeway, Suite 150
Irving, TX 75039

Abdi Yassin
Executive Vice President
(469) 490-2801
abdi.yassin@municap.com

Mark Pfirrman
Vice President
(469) 490-2805
mark.pfirrman@municap.com

Rob Gonzalez
Senior Associate
(469) 608-2390
rob.gonzalez@municap.com

CITY COUNCIL MEETING 7. b.

Meeting Date: 09/10/2026
Subject: Consider - Second Reading for Voluntary Annexation at 8820 N SH 146
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 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.

PREFACE

This proposed ordinance is the second reading for the proposed annexation of approximately 0.998 acres, legally described as Tract 110-C-0-1 Abstract 4, William Bloodgood League, Chambers County, Texas.

The City Council held a public hearing for the annexation of the subject area on July 9, 2026. The public hearing was posted in the Baytown Sun, on the City of Baytown's notice board and website on June 25, 2026. The first reading of the ordinance was published in the Baytown Sun on August 20, 2026.

This second reading and placement into City Council District 5 is the final step in the annexation.

The supporting documentation is attached for review.

Fiscal Impact

Fiscal Year: 2025
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 at this time.

Attachments

Ordinance Second Reading
Metes and Bounds Description
Vicinity Map
Staff Report
Services Agreement

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.

****

WHEREAS, there being no request for an "on-site" hearing, a public hearing 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 annexation of the property described in Section 2 of this ordinance, were held during the City Council meeting on the 9th day of July 2026, in the City Council Chamber of City Hall of the City of Baytown, Texas; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Baytown, Texas, and in the below-described territories on 25th day of June 2026; and

WHEREAS, notice of the public hearing was posted on the City of Baytown's notice board and website on 25th day of June 2026; and

WHEREAS, the notice posted on the City of Baytown's notice board and website remained posted until the date of the hearing referenced in the notice; 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 property lies within the extraterritorial jurisdiction of the City of Baytown, Texas; and

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

WHEREAS, the City Council held the First Reading of the Ordinance on the 13th day of August 2026; and

WHEREAS, the City Council holds this Second Reading of the Ordinance on the 10th day of September 2026; NOW THEREFORE

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and such recitals are hereby approved and made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Baytown, Texas.

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, and shall hereinafter be included within the boundary limits of the City of Baytown, Texas, and present boundary limits of such

City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Baytown, Texas, to-wit:

SEE EXHIBIT "A"

Section 3: The above-described territories and the areas so annexed shall be a part of the City of Baytown, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Baytown, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Baytown and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Baytown, Texas.

Section 4: In accordance with Texas Local Government Code §43.056, as amended, the service plan prepared by the City for providing municipal services to the annexed areas is hereby attached hereto as Exhibit “B”, and is incorporated herein by this reference for all intents and purposes.

Section 4: 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 by the affirmative vote of the City Council of the City of Baytown this the 10th day of September 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BOHLER // EXHIBIT B

2600 Network Boulevard
Suite 310
Frisco, Texas 75034
469 - 458 - 7300

FIELD DESCRIPTION:

BEING A 0.9978 ACRE PARCEL OF LAND SITUATED IN THE WILLIAM BLOODGOOD LEAGUE, ABSTRACT NO. 4, CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS, BEING THE REMAINING PORTION OF A 1.088 ACRE TRACT 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 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "SURVEY 1" ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 146, A 120-FOOT PUBLIC RIGHT-OF-WAY, BEING THE NORTHWEST 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.

THENCE NORTH 12 DEGREES 19 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 146, A DISTANCE OF 133.23 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., 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., AND BEING THE NORTHWEST CORNER OF A 13.65-FOOT INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME B, PAGE 169, D.R.C.C.T.;

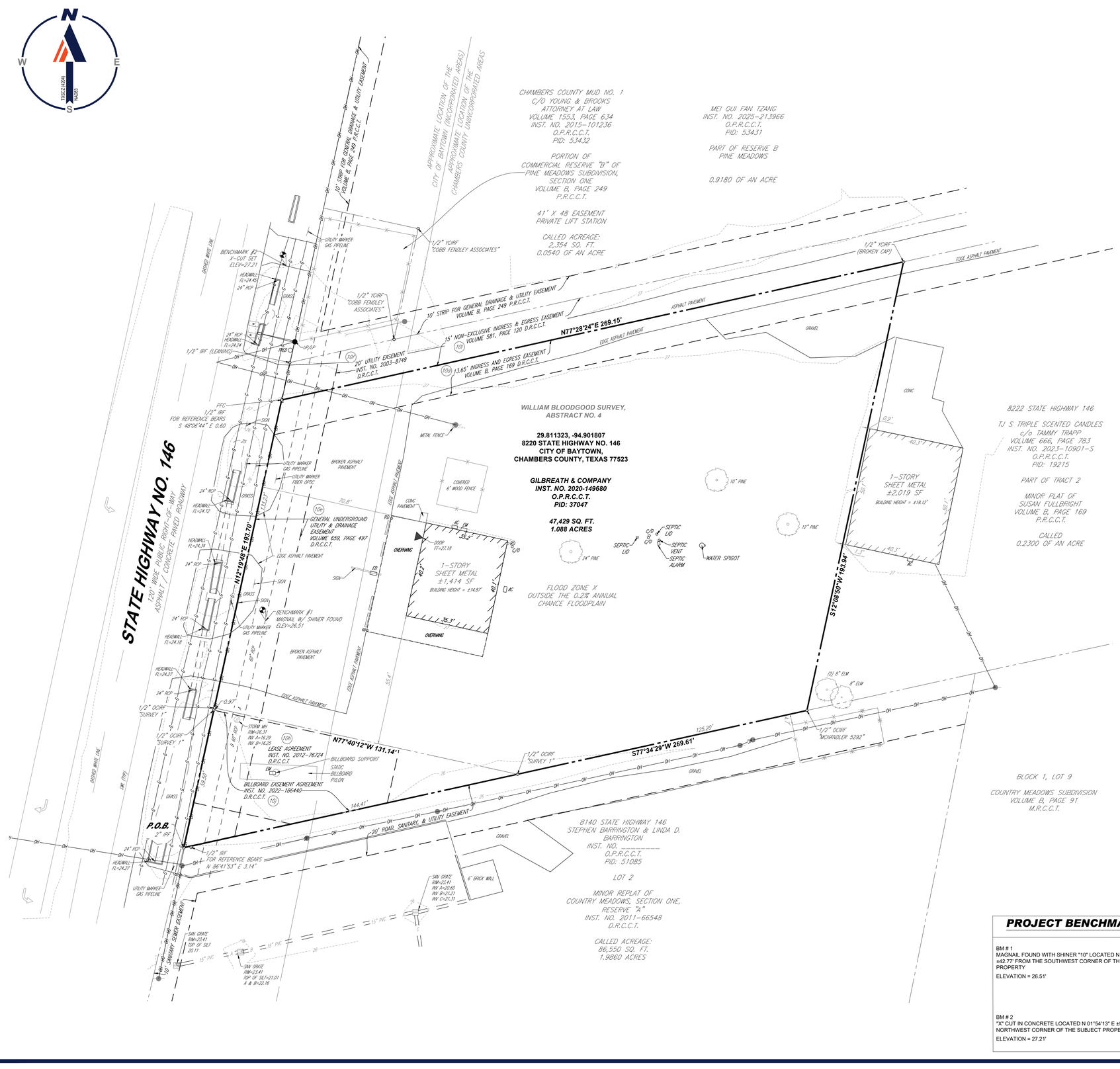
THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 77 DEGREES 28 MINUTES 24 SECONDS EAST, ALONG THE COMMON LINE OF SAID INGRESS/EGRESS EASEMENTS, A DISTANCE OF 269.15 FEET TO A FOUND 1/2-INCH YELLOW-CAPPED IRON ROD (BROKEN CAP), BEING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO TAMMY TRAPP, RECORDED IN INSTRUMENT NO. 2023-10901-S, 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, TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", AT DISTANCE OF 125.20 FEET, BEING THE EAST CORNER OF SAID LEASE AGREEMENT;

THENCE NORTH 77 DEGREES 40 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID LEASE AGREEMENT, A DISTANCE OF 131.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,464 SQUARE FEET OR 0.9978 OF AN ACRE OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, AND DOES 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 BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.





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°32'49" 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
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE BOHLER LOGO, DESIGN AND CONTENT OF THESE PLANS ARE PROPRIETARY AND SHALL NOT BE LOANED OR USED FOR ANY PURPOSE, WITHOUT THE EXPRESS AUTHORIZATION FROM BOHLER. ONLY APPROVED, SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.
© BOHLER

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:	~ DHBA ~
APPROVED:	~ DAM ~

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 #10194942

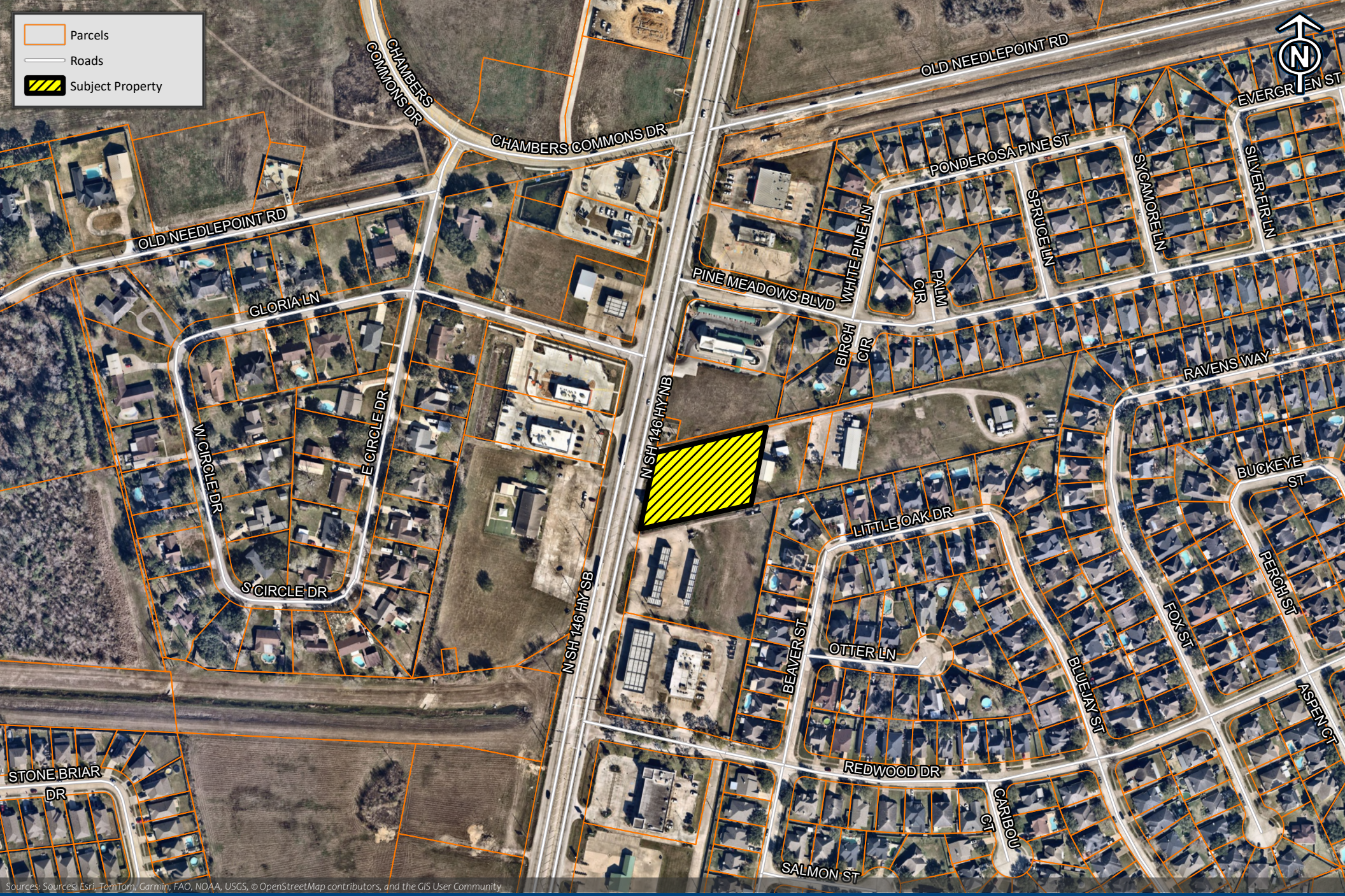
20 10 5 0 20
SCALE: 1" = 20'

- PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SHEET NUMBER: 1 OF 2

ORG. DATE - 01/21/2026

H:\2025\TXA250233.00\SURVEY\CAD\DRAWINGS\S-ALTA-SURV-TXA250233.00.----LAYOUT: 1
DR



Annexation

8220 North State Highway 146

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

City of Baytown

Annexation

Staff Report

July 9, 2026

Plan Number: ZR26040007

Address: 8220 North State Highway 146

Requested Action: Expand the municipal boundaries of the City of Baytown via voluntary annexation of approximately 0.998 acres

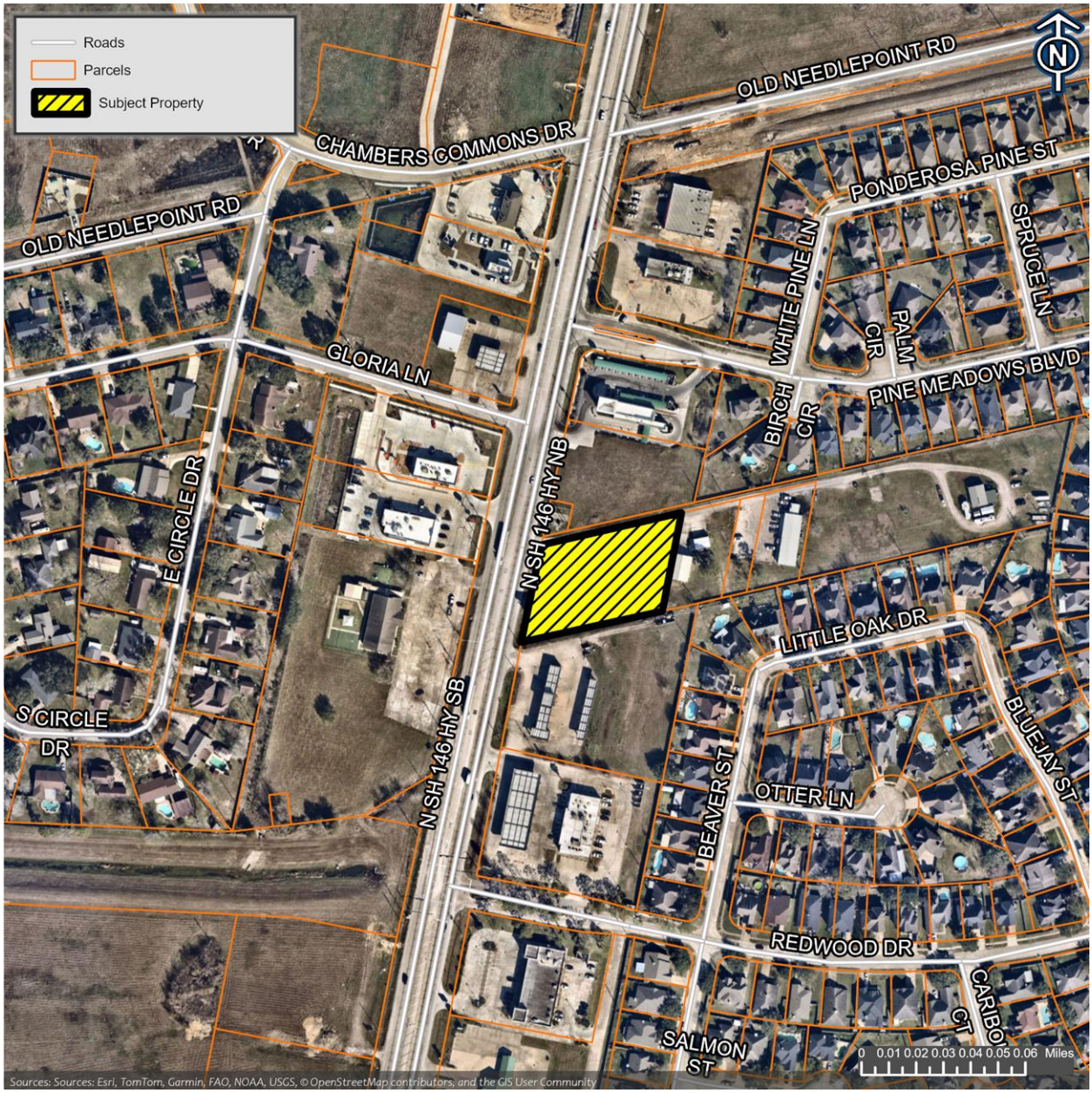
Applicant: Wendy Hilliard, Bohler Engineering

Public Notification: On June 25, 2026, notice was published in the *Baytown Sun*; posted on the City of Baytown website and at City Hall

Subject Property: Approximately 0.998 acres, located at 8220 North State Highway 146, Chambers County, Texas (Chambers Parcel Number(s) 8673)

Legal Description: Tract 110-A-0**,** William Bloodgood Abstract 4

Parcel Information:
Current Use: Abandoned auto parts sales
Proposed Use: Express Oil Change
Future Land Use (FLU): Neighborhood-Scale Commercial



Vicinity Map

Purpose of the Annexation:
The applicant is requesting annexation into the City of Baytown jurisdiction to obtain City services for development of an automotive repair establishment specializing in automotive services such as oil changes, brake replacement and tire rotation. A Zoning Map Amendment (ZMA) application requesting to rezone the property to the General Commercial (GC) Zoning District, also submitted by the applicant, is processing concurrently with this annexation request. Upon annexation, the subject property will be governed by the standards required by the City of Baytown.

Existing Conditions:
An existing structure on the subject property once housed a retail automotive parts establishment, but has been unoccupied since 2023. The developer's intent is to demolish the

structure and construct a new facility for an automotive repair business focused on routine services such as oil changes. Annexation of the property will allow for a streamlined platting and development process that adheres to the standards administered by the City of Baytown.

Adjacent Land Use:

	North	***South***	***East***	***West***
Zoning Designation	General Commercial (GC)	General Commercial (GC)	Extraterritorial Jurisdiction (ETJ)	State Highway 146
Land Use	Vacant	Self-serve Carwash	Candle shop	State Highway 146

Comprehensive Plan Land Use Designation

The Baytown 2040 Comprehensive Plan is a policy document that sets forth the City's long-range planning and provides guidance for decisions related to the City's zoning map (zone change requests, variance applications, etc.). The Future Land Use Map (FLUM) graphically illustrates general future land uses based upon the recommendations made throughout the City's Comprehensive Plan. The FLUM designates the subject property as Neighborhood-Scale Commercial (NSC).

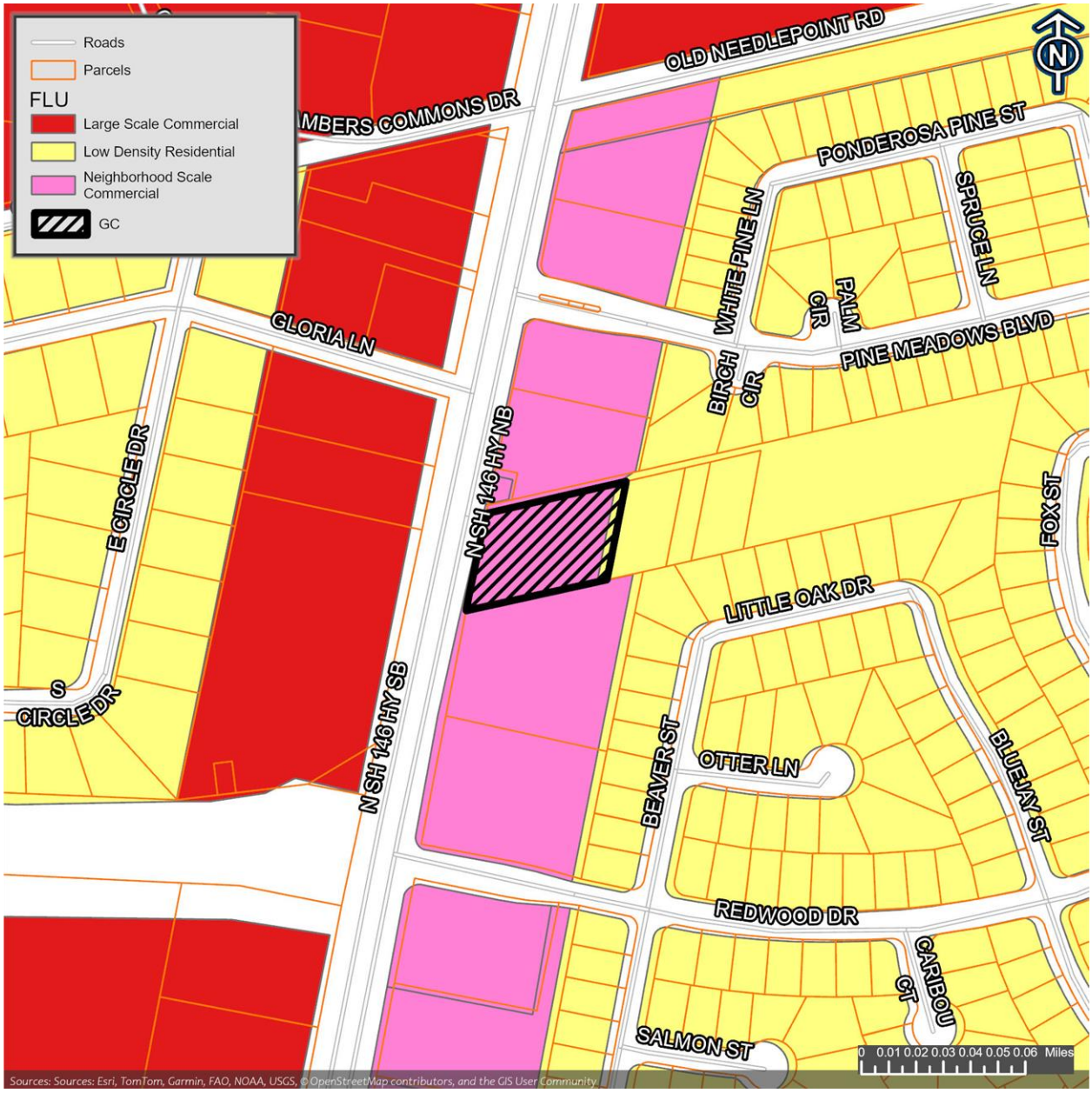
Primary land use types in the Neighborhood-Scale Commercial (NSC) designation are typically small commercial uses on fewer than three acres. Retail, office space, service establishments and restaurants are appropriate for NSC provided they are compatible with the scale, design and intensity of surrounding uses. Nearby businesses include two fueling stations with convenience stores, a self-serve and a full-service carwash, fast-food restaurants, and an automotive parts store. The proposed development is compatible with the surrounding uses.

The subject property meets the location criteria listed in the Comprehensive Plan for NSC as it is near the entrance of two residential developments and is an extension of an established commercial area that does not conflict with adjacent residential uses. Annexation and development at the proposed location also meets the following Goals of the Comprehensive Plan:

LUD1: A fiscally sustainable growth development pattern that considers the implications of new growth on infrastructure.
LUD2: A focus on quality development expectations for both new development and redevelopment.
GC1: A pattern of development that manages growth in a way that adds value to the city, serves the needs of residents and businesses and minimizes adverse impacts on the environment.

The proposed annexation supports fiscally-responsible use of existing infrastructure as the necessary utilities and roadway are in place; the addition of one business will have negligible impact on those resources. Future development will be required to meet all applicable codes and mitigate any possible adverse impacts to the environment, resulting in a quality development that adds value to the City and its citizens. Annexing the subject property closes a gap in the City's

boundary and facilitates infill development of a site that has been vacant at least three years, which improves the economic and aesthetic character of the area.



FLUM

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

Annexation of the subject area will not have an adverse impact on the general welfare of the public or service delivery to the area. On the contrary, bringing the site into the City's limits will provide the opportunity for fiscally-responsible utilization of existing infrastructure, promote the redevelopment of a vacant property and establish a business that provides a service and contributes to the tax base.

2. What is the relation of the proposed change to the City's Comprehensive Plan?
This proposed action is directly aligned with several of the goals of the Comprehensive Plan, is beneficial to Baytown's citizens and prudent in consideration of the City's resources. A small-scale business, on fewer than three acres, located within an existing commercial area, and with close proximity to rooftops, is the type of development encouraged by the Comprehensive Plan. The extension of the City's boundaries and proposed GC zoning district follow the tenets of the Comprehensive Plan to promote fiscally-responsible development that adds value to the lives of its citizens with minimal impact on the existing natural environment.

3. What effect will the annexation have upon the natural environment, social and economic conditions, and property values in the vicinity and in the City as a whole?
The proposed annexation would close a gap in the City's jurisdictional boundary, ensure that development is consistent with other development in the City, provide for infill development, and add to the tax base without a discernable drain on City resources. Any subsequent development will have to meet all City Ordinances and Codes; therefore, minimizing possible adverse impact to the natural environment. New, quality development improves economic conditions and often spurs additional development and redevelopment which has a positive impact on social and economic conditions as well as property values.

Service Plan Summary:

Building Division: The proposed annexation will have no impact on services.

Fire Department: The subject property of the proposed annexation will be assigned to District 6. Annexation and development of this property will not affect existing response times.

Health Department: The subject property of the proposed annexation will be assigned to Service Area 3. Annexation and development of this property will not affect existing response times.

Parks and Recreation Department: The subject property right-of-way adjacent to the proposed annexation will be maintained utilizing a mowing contractor, so no impact is anticipated to Parks and Recreation Department staff.

Police Department: The subject property of the proposed annexation will be assigned to Zone 3. The proposed annexation will have minimal effect on existing response times.

Public Works and Engineering Department: The subject property of the proposed annexation will be assigned to Zone 1. Annexation and development of this property will not affect existing response times.

Utility Billing Department: The subject properties of the proposed annexation will be assigned to Zone 3 - Route 440. Annexation and development of this property will not affect existing response times.

Staff Recommendation:
Staff recommends approval of the proposed annexation.

Services Agreement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Brett Gilbreath, Director of Gilbreath & Company (the "Owner"), the owner of the property more specifically identified in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner has requested annexation of the Property; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City of Baytown (the "City") and the Owner desire to enter into this Services Agreement (this "Agreement") in order to govern the provision of service to the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Owner (collectively the "Parties") do hereby mutually agree as follows:

1. Services to be provided. The Parties agree that upon annexation, the City will provide the following services, which shall be provided at a comparable level to that provided to other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected on the Property as of the date hereof:

   a. Fire. The City, through its Fire Department, will provide fire and emergency medical services to the Property.

   b. Police. The City, through its Police Department, will provide law enforcement services to the Property.

   c. Health. The City, through its Health Department, will provide services pertaining to environmental health, neighborhood protection, storm water, and animal control to the Property.

   d. Planning and Development. The City, through its Planning and Development Services Department, will provide development and building services to the Property, including code enforcement services.

   e. Utility. The City through, its Public Works, Engineering and Finance Departments, will provide water, sewer, storm sewer, and garbage services to the area. Any infrastructure improvements necessary for the Property to receive these services from the existing City infrastructure shall be the sole responsibility of the Owner. Additionally, any additional infrastructure improvements, necessitated by proposed future development, shall be the sole responsibility of the Owner.

   The Parties understand and agree that the City is not required to provide a service that is not included in this Agreement. However, nothing herein shall be construed to preclude the City from providing a service in the future if it chooses to do so.

2. Term. This Agreement shall commence on the date of the annexation of the Property by the City and shall terminate one year after the services referenced in Section 1 have first been provided to the Property.

3. Remedies. Should the City fail to provide the services within the time period specified in Section 1 hereof, the Owner shall give written notice of such failure to the City and provide an opportunity for the City to provide such services. The City shall not be in default hereof if the City is diligently

prosecuting the work necessary to provide the services. If the breach is not timely cured, the Owner's sole remedy is to seek disannexation. If the property is disannexed, the City shall be relieved of any and all obligations to provide those services specified in Section 1 hereof to the Property.

4. Miscellaneous Provisions.

(a) Notice. Notices required herein shall be delivered in hand or by registered or certified US mail to the City at the following address:

City of Baytown
Attn: City Manager
2401 Market Street
Baytown, Texas 77520

Notice to the Owner may be addressed to Owner at the address indicated on the most recent Harris County property tax roll for the Property.

(b) Severability. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

(c) Non-waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

(d) 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.

(e) Headings. The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Texas and construed in conformity with the provisions of Sections 43.0672 of the Texas Local Government Code. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

(g) Venue. Venue for this Agreement shall be in Harris County, Texas.

(h) Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

(i) Complete Agreement. This Agreement contains all the agreements of the Owner and the City relating to the subject matter hereof and is the full and final expression of the agreement between such parties. This Agreement may be amended only by written agreement signed by the Owner and the City.

(j) Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

(k) Authority. The Owner covenants that he/she/it has the authority to enter into this Agreement by virtue of being the owner of the Property. Additionally, the officers executing this Agreement on behalf of the Owner hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

Entered into this_____day of_____, 2026.

CITY OF BAYTOWN

_____
JASON REYNOLDS, City Manager

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

OWNER:

_____
(Signature)

BRET GILBREATH
_____
(Printed Name)

President
_____
(Title)

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Tanya T. Anderson, the undersigned notary public, on this day personally appeared Bret E. Gilbreath, the President of the

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 that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of August, 2026.

Tanya T. Anderson
_____
Notary Public, State of Texas

TANYA T. ANDERSON NOTARY PUBLIC STATE OF TEXAS ID #12988224-2 EXPIRES 08/07/2026

BOHLER // EXHIBIT B

2600 Network Boulevard
Suite 310
Frisco, Texas 75034
469 - 458 - 7300

FIELD DESCRIPTION:

BEING A 0.9978 ACRE PARCEL OF LAND SITUATED IN THE WILLIAM BLOODGOOD LEAGUE, ABSTRACT NO. 4, CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS, BEING THE REMAINING PORTION OF A 1.088 ACRE TRACT 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 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "SURVEY 1" ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 146, A 120-FOOT PUBLIC RIGHT-OF-WAY, BEING THE NORTHWEST 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.

THENCE NORTH 12 DEGREES 19 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 146, A DISTANCE OF 133.23 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., 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., AND BEING THE NORTHWEST CORNER OF A 13.65-FOOT INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME B, PAGE 169, D.R.C.C.T.;

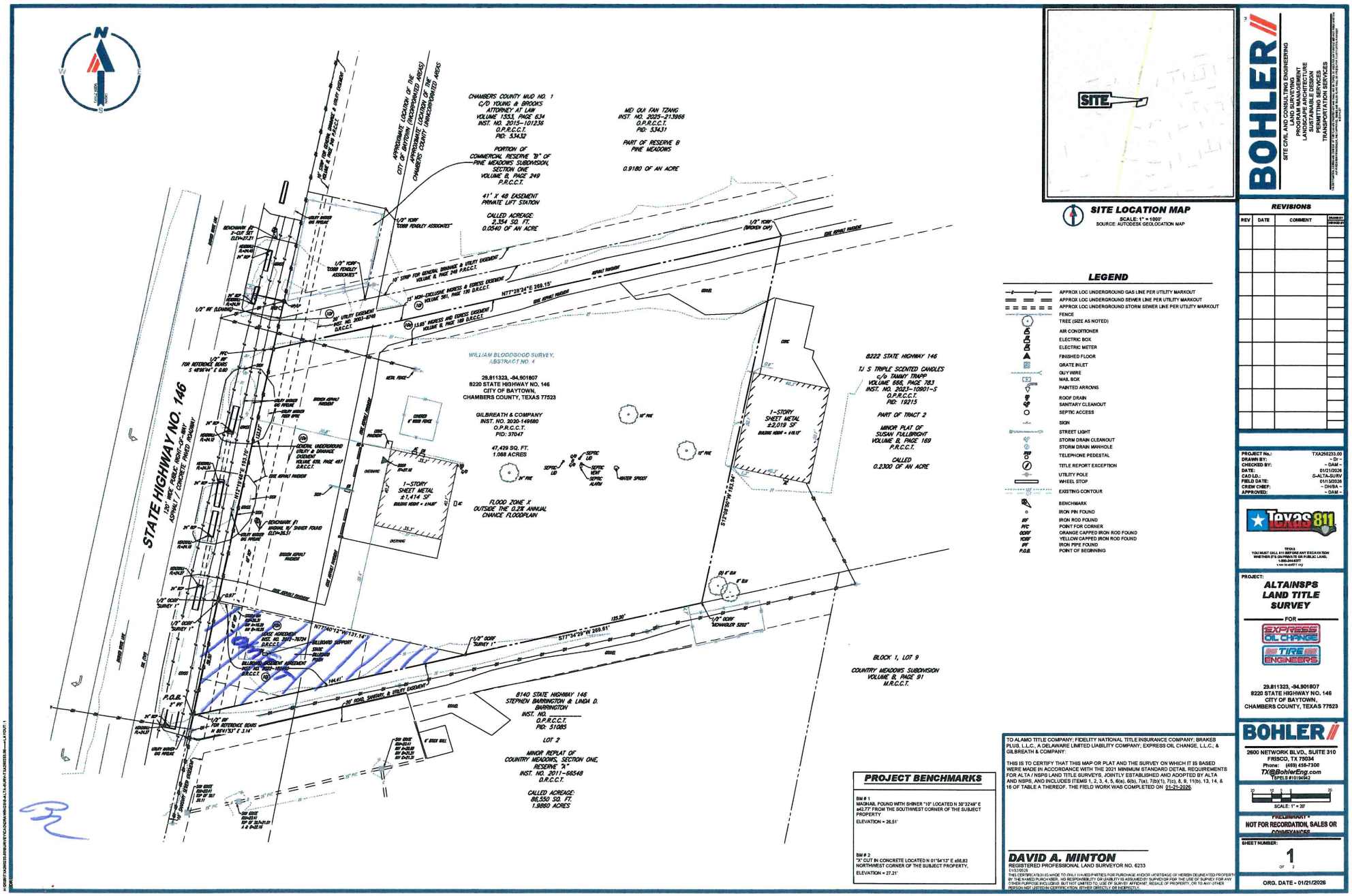
THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 77 DEGREES 28 MINUTES 24 SECONDS EAST, ALONG THE COMMON LINE OF SAID INGRESS/EGRESS EASEMENTS, A DISTANCE OF 269.15 FEET TO A FOUND 1/2-INCH YELLOW-CAPPED IRON ROD (BROKEN CAP), BEING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO TAMMY TRAPP, RECORDED IN INSTRUMENT NO. 2023-10901-S, 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, TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", AT DISTANCE OF 125.20 FEET, BEING THE EAST CORNER OF SAID LEASE AGREEMENT;

THENCE NORTH 77 DEGREES 40 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID LEASE AGREEMENT, A DISTANCE OF 131.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,464 SQUARE FEET OR 0.9978 OF AN ACRE OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, AND DOES 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 BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



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
- ODIRF 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 "18" LOCATED N 30°32'48" 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
01/23/2026
THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASERS. 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
SUSTAINABILITY SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES

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:	01/1/2026
CREW CHIEF:	- DN/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 #10194342

SCALE: 1" = 30'

PRELIMINARY
NOT FOR RECORDATION, SALES OR CONVEYANCES

SHEET NUMBER: 1 OF 2

ORG. DATE - 01/21/2026

CITY COUNCIL MEETING 7. c.

Meeting Date: 09/10/2026
Subject: Consider an ordinance for placing annexed properties in Council District No. 5
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 newly-annexed properties generally described as approximately 0.998 acres, located at 8220 North State Highway 146 (SH146) to City Council District No. 5.

PREFACE

This proposed ordinance places the newly-annexed properties, approximately 0.998 acres, legally described as Tract 110-C-0-1, Abstract 4 William Bloodgood League, Chambers County, Texas into City Council District No. 5.

City Council held a public hearing for the annexation of the subject area on July 9, 2026, the first reading on August 13, 2026, and the second and final reading on September 10, 2026. The public hearings were posted on the City of Baytown's notice board and website on June 22, 2026, and in the Baytown Sun on June 24, 2026. The first reading of the ordinance was published in the Baytown Sun on August 20, 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 5
Exhibit A--Metes and Bounds Description
Council District Map

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.

****

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. 5 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 10th day of September 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

BOHLER // EXHIBIT B

2600 Network Boulevard
Suite 310
Frisco, Texas 75034
469 - 458 - 7300

FIELD DESCRIPTION:

BEING A 0.9978 ACRE PARCEL OF LAND SITUATED IN THE WILLIAM BLOODGOOD LEAGUE, ABSTRACT NO. 4, CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS, BEING THE REMAINING PORTION OF A 1.088 ACRE TRACT 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 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "SURVEY 1" ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 146, A 120-FOOT PUBLIC RIGHT-OF-WAY, BEING THE NORTHWEST 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.

THENCE NORTH 12 DEGREES 19 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 146, A DISTANCE OF 133.23 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., 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., AND BEING THE NORTHWEST CORNER OF A 13.65-FOOT INGRESS AND EGRESS EASEMENT, RECORDED IN VOLUME B, PAGE 169, D.R.C.C.T.;

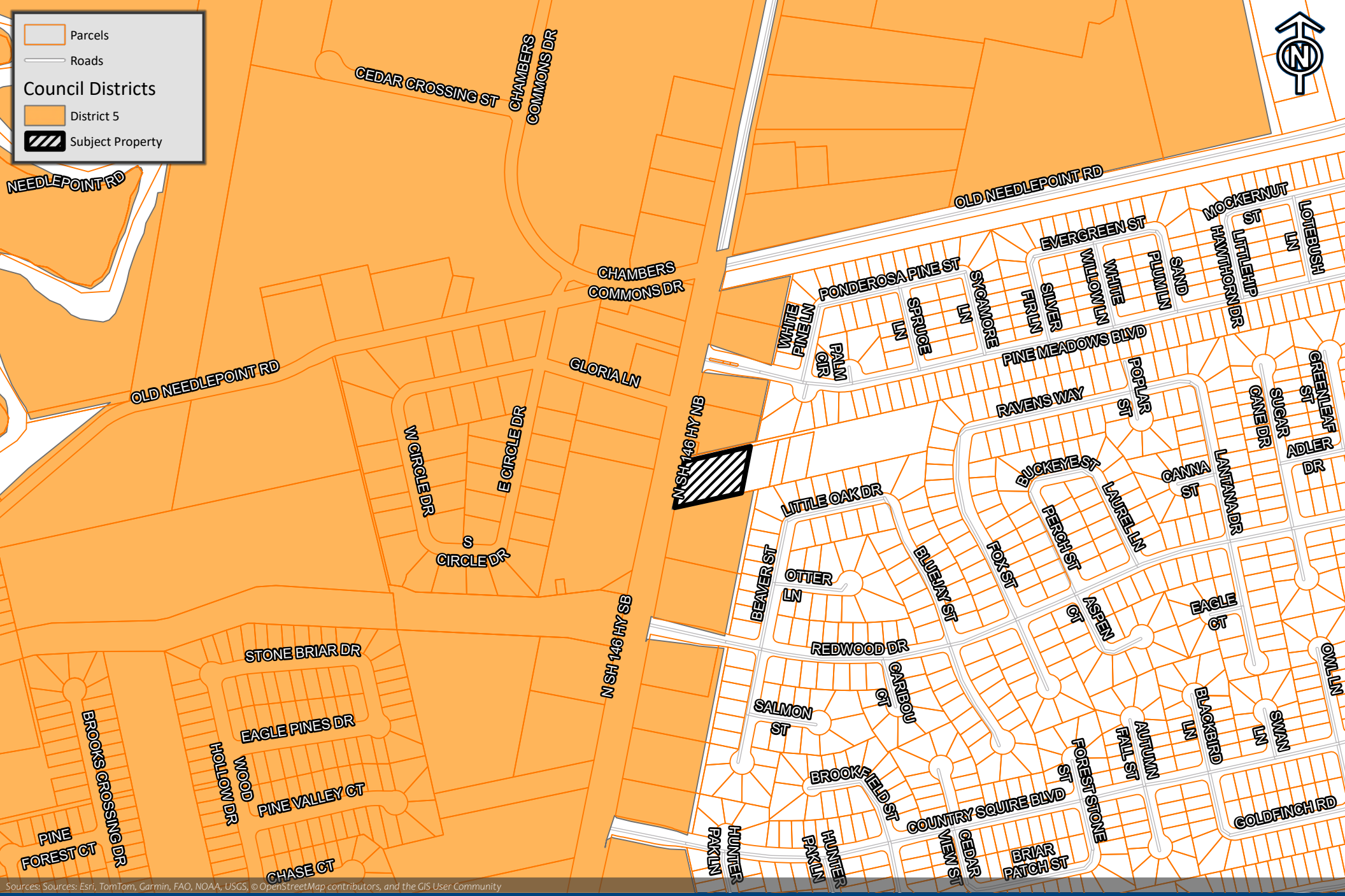
THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 77 DEGREES 28 MINUTES 24 SECONDS EAST, ALONG THE COMMON LINE OF SAID INGRESS/EGRESS EASEMENTS, A DISTANCE OF 269.15 FEET TO A FOUND 1/2-INCH YELLOW-CAPPED IRON ROD (BROKEN CAP), BEING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO TAMMY TRAPP, RECORDED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

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THENCE SOUTH 77 DEGREES 34 MINUTES 29 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, TO A FOUND 1/2-INCH ORANGE-CAPPED IRON ROD, STAMPED "MCHANDLER 5292", AT DISTANCE OF 125.20 FEET, BEING THE EAST CORNER OF SAID LEASE AGREEMENT;

THENCE NORTH 77 DEGREES 40 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID LEASE AGREEMENT, A DISTANCE OF 131.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,464 SQUARE FEET OR 0.9978 OF AN ACRE OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, AND DOES 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 BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



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

Annexation

8220 North State Highway 146

Approximately 0.998 acres

CCAD# 37047

0 250 500 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: 8/25/2026

CITY COUNCIL MEETING 8. a.

Meeting Date: 09/10/2026
Subject: Consider adoption of the 2027-2029 State Legislative Priorities
Prepared by: Thomas Reeves, Public Affairs
Department: Public Affairs

Information

ITEM

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

PREFACE

This proposed resolution adopts the City of Baytown 2027-2029 list of priorities for the 90th Texas State Legislature Session. The list incorporates input from department heads and council members, along with advice from the City's team of state legislative advocates. As adopted, the Council and Public Affairs department can utilize the list to advocate for the City of Baytown at the State Capitol and with our legislators and partner agencies.

Fiscal Impact

Fiscal Year: 2027
Acct Code: 0
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: N
Amount Needed: 0
Fiscal Impact (Additional Information):
There is no fiscal impact.

Attachments

Resolution Adopting State Legislative Priorities.90th session.mhs
Legislative Program 90th Session

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.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby establishes the City of Baytown's Legislative Priorities for the 90th Texas Legislative Session, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED, by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

SECTION I

Legislation the City Intends to Actively Pursue During the 90th Texas Legislature

01 | Procurement Modernization for Special Districts

Purpose
To modernize competitive procurement requirements applicable to municipal affiliate organizations and special-purpose governmental entities serving the residents of Baytown.

Issue
During the 89th Texas Legislature, competitive procurement thresholds applicable to municipalities were increased from $50,000 to $100,000. However, corresponding thresholds applicable to affiliated governmental entities were not adjusted. As a result, entities that provide essential public services, including the Baytown Crime Control and Prevention District (CCPD) and Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) remain subject to procurement requirements that no longer reflect current market conditions, inflationary pressures, or operational realities.

The differing procurement standards create unnecessary administrative burdens, increase project timelines, and result in inconsistent purchasing requirements among local governmental entities serving the same community.

Requested Legislative Action
The City supports legislation that:

- Modernizes competitive procurement thresholds applicable to municipal affiliate entities.
- Aligns procurement requirements for CCPD and FCPEMSD with thresholds applicable to municipalities under state law.
- Preserves transparency, competition, and public accountability while reducing unnecessary administrative burdens.
- Recognizes inflationary impacts and evolving procurement practices affecting local governments.

Baytown Position
SUPPORT

02 | Design-Build Authority for Regulatory Compliance Infrastructure Projects

Purpose
To authorize the City of Baytown to utilize the design-build project delivery method for certain public infrastructure projects required to satisfy state or federal regulatory compliance obligations.

Issue
Baytown is responsible for maintaining critical wastewater, water, drainage, and utility infrastructure systems that protect public health, support economic development, and ensure environmental compliance. When municipalities are subject to consent decrees, enforcement actions, agreed orders, or similar regulatory requirements, projects often must be completed within strict timelines. Traditional procurement methods can increase project duration, administrative complexity, and overall project risk.

Requested Legislative Action

The City supports legislation that:

- Authorizes Baytown to utilize design-build delivery methods for qualifying infrastructure projects necessary to meet state or federal regulatory compliance requirements.
- Applies appropriate procurement safeguards, transparency requirements, and professional engineering standards.
- Allows municipalities to accelerate project delivery, improve coordination, reduce risk, and meet compliance deadlines more effectively.
- Supports efficient delivery of wastewater, water, drainage, stormwater, and related public infrastructure improvements.

Baytown Position
SUPPORT

SECTION II

LEGISLATIVE PRIORITIES
Issues on Which the City Will Actively Advocate During the 90th Legislature

04 | Local Authority and Municipal Governance

The City of Baytown supports the principle that government closest to the people governs best. As a major industrial, petrochemical, logistics, and energy-producing community, Baytown faces unique opportunities and challenges that require local solutions developed by locally elected officials accountable directly to the residents they serve.

The City supports legislation that preserves municipal authority over zoning, land use regulation, permitting, annexation, development standards, code enforcement, and municipal governance. The City further supports policies that allow municipalities to address neighborhood concerns, infrastructure demands, public safety needs, and economic development opportunities in a manner consistent with local priorities.

The City opposes legislation that further expands state preemption of municipal authority, imposes unfunded mandates, restricts municipal governance flexibility, or diminishes the ability of local governments to respond to the specific needs of their communities.

05 | Infrastructure, Utilities, and Environmental Resiliency

Baytown's continued growth, industrial activity, and coastal location require substantial investment in public infrastructure and utility systems. The City supports legislative efforts that strengthen the reliability, resiliency, and long-term sustainability of critical infrastructure serving residents, businesses, and industry.

The City supports legislation and funding opportunities that assist municipalities in addressing aging water, wastewater, drainage, and stormwater systems, including sanitary sewer overflow challenges and other regulatory compliance obligations. The City further supports expanded grant and financing opportunities for coastal and industrial communities, preservation of municipal utility-rate authority, reimbursement of municipal rate-case expenses, and the continued authority to assess and collect lawful impact fees and utility-related infrastructure charges.

The City also supports regulatory and enforcement frameworks that recognize the operational realities facing communities working to modernize aging infrastructure while maintaining compliance with state and federal environmental requirements.

06 | Economic Development and Industrial Competitiveness

Baytown plays a vital role in the Texas economy through its contributions to the energy, petrochemical, logistics, manufacturing, and maritime sectors. The City supports legislative efforts that preserve and enhance the tools available to local governments to attract investment, create jobs, expand the tax base, and promote economic opportunity.

The City supports the continued availability of economic development agreements, infrastructure partnerships, workforce development initiatives, redevelopment programs, and other tools that encourage private-sector investment and industrial growth. The City opposes efforts that unnecessarily restrict local economic development authority or diminish the ability of communities to compete for major investments.

07 | Transportation and Freight Mobility

Baytown's strategic location within the Houston region places it at the center of significant freight, industrial, and commuter transportation activity. Maintaining an efficient and safe transportation network is essential to the continued economic success of the community and the region.

The City supports legislative initiatives and funding opportunities that improve freight mobility, reduce traffic congestion, enhance roadway safety, and advance critical transportation projects. Particular emphasis should be placed on projects and policies that support improvements to State Highway 146, State Highway 99, Spur 330, the San Jacinto River Bridge corridor, Cedar Bayou crossings, railroad grade separations, and other infrastructure investments that improve regional mobility and economic competitiveness.

08 | Public Safety and Emergency Preparedness

Protecting public safety remains one of the most fundamental responsibilities of local government. As a coastal industrial community, Baytown must prepare for natural disasters, industrial incidents, hazardous-material events, and other emergencies that require coordinated local response capabilities.

The City supports legislation that strengthens emergency preparedness, disaster response, critical infrastructure protection, public-safety communications, municipal court modernization, and first-responder capabilities. The City also supports state funding opportunities that improve local resilience and emergency response capacity while opposing unfunded mandates that place additional burdens on local governments without corresponding resources.

09 | Neighborhood Quality and Community Standards

The quality of Baytown's neighborhoods directly affects the health, safety, and quality of life of its residents. The City supports legislative efforts that preserve local authority to maintain community standards and protect neighborhood character.

The City supports municipal authority related to multifamily housing oversight, nuisance abatement, substandard structure remediation, graffiti removal, property maintenance enforcement, signage regulation, and other tools that help communities address local concerns. The City opposes legislation that limits a municipality's ability to protect neighborhood quality, enforce local standards, or respond to community concerns.

10 | Open Government and Public Engagement

The City supports efforts to modernize public engagement, increase transparency, and improve access to government information while maintaining efficient local government operations.

The City supports legislation that provides greater flexibility regarding public notices, public hearings, election administration, digital communications, and public information practices. The City also supports modernizing statutory requirements to reflect contemporary communication methods and technological advancements while preserving meaningful public participation.

11 | Regulatory Compliance and Infrastructure Funding

The City supports legislation, funding programs, and regulatory policies that assist municipalities in meeting state and federal infrastructure compliance obligations. Baytown recognizes the importance of protecting public health, environmental quality, and community safety while maintaining affordable utility services for residents and businesses.

The City supports expanded grant opportunities, low-interest financing, infrastructure funding programs, regulatory flexibility, and collaborative compliance approaches that help communities address wastewater, water, drainage, stormwater, and other critical infrastructure needs. The City opposes unfunded mandates and regulatory requirements that impose substantial local costs without corresponding financial assistance.

SECTION III

LEGISLATIVE MONITORING PRIORITIES

Issues the City Will Monitor During the 90th Legislature

Growth and Housing Policy

The City will monitor legislation affecting residential density requirements, accessory dwelling units, lot-size requirements, mixed-use development mandates, nonconforming uses, build-to-rent developments, religious-land development, subdivision authority, and other proposals that may affect local planning and development authority.

Artificial Intelligence, Cybersecurity, and Government Technology

The City will monitor legislation related to artificial intelligence, cybersecurity requirements, records management, digital government services, municipal technology systems, and emerging technology regulations affecting local governments.

Election Administration and Public Information

The City will monitor legislation affecting election procedures, ballot language requirements, election security, county election services, public information laws, records retention requirements, and governmental transparency obligations.

Health, Food Service, and Local Licensing

The City will monitor legislation affecting food-service regulation, mobile food vendors, public-health permitting, local licensing authority, and related public-health regulatory matters.

Utility and Energy Policy

The City will monitor legislation relating to electric reliability, water infrastructure regulation, utility cost allocation, energy policy, environmental regulation, and other issues affecting municipal utility operations. This includes emerging energy-intensive or energy-related developments, such as data centers and battery energy storage facilities. The City supports the State's leadership role in energy policy while preserving appropriate municipal authority over local permitting, land use, infrastructure impacts, public safety, and community compatibility.

Municipal Finance and Special District Governance

The City will monitor legislation affecting debt issuance, audit requirements, bond elections, taxation authority, special district governance, procurement requirements, and other matters affecting local governmental operations and fiscal management.

CITY COUNCIL MEETING 8. b.

Meeting Date: 09/10/2026
Subject: Consider a resolution dissolving the Baytown Strategic Planning Advisory Committee (SPAC)
Prepared for: Jason Reynolds, City Management
Prepared by: Angela Jackson, City Clerk's Office
Department: City Clerk's Office

Information

ITEM

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.

PREFACE

This item authorizes a resolution to dissolve 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.

Attachments

Resolution Dissolving Baytown Strategic Planning Advisory Committee

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.

****

WHEREAS, on the 14th day of April, 2022 the City Council of the City of Baytown adopted the City of Baytown's 5-Year Community-Based Strategic Plan ("the Plan") via Resolution No. 2779; and

WHEREAS, the Plan formally established the Baytown Strategic Planning Advisory Committee; and

WHEREAS, the Baytown Strategic Planning Advisory Committee is no longer active within the City and the City Council desires dissolve the Committee; NOW THEREFORE

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

Section 1: That the Baytown Strategic Planning Advisory Committee is hereby DISSOLVED.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____

CHARLES JOHNSON, Mayor

ATTEST:

_____

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____

SCOTT LEMOND, City Attorney

CITY COUNCIL MEETING 9. a.

Meeting Date: 09/10/2026
Subject: Consider an ordinance authorizing an agreement with Meridian Blueprint, LLC for asset management services.
Prepared for: Jason Reynolds, City Management
Prepared by: Sabrina Martin, Administration
Department: Administration

Information

ITEM

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

PREFACE

This ordinance authorizes the City Manager to execute an agreement with Meridian Blueprint LLC to provide professional asset management services to develop and implement a comprehensive municipal asset management program that supports sustainable service delivery, informed capital planning, regulatory compliance, and long-term financial sustainability. The total not to exceed amount for the three-year term of the agreement is $400,000. The annual appropriation for FY 2027 is $125,000. Subsequent years' payments are subject to annual appropriation by the City Council. No obligation exists beyond current appropriations.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	10001099-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	100,000
Fiscal Impact (Additional Information):	

Attachments

Ordinance Authorizing PSA with Meridian BluePrint for Asset Management Services
Meridian BluePrint Asset Management Agreement 2026 - 2029
Indebtedness Certification

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.

****

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 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. 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 Meridian BluePrint, LLC in an amount not to exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the total not to exceed amount for the three-year term of the agreement is $ FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00). The annual appropriation for FY 2027 is an amount not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00). Subsequent years' payments are subject to annual appropriation by the City Council. No obligation exists beyond current appropriations.

Section 4: 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 5: 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 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform asset management services for the City of Baytown related to the Public Works and Engineering and Parks, Recreation and Tourism Departments (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."

b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10) shall terminate:

☐ upon completion of the Work in accordance with this Agreement, including Exhibits;

☒ thirty-six months (36) months following execution by the City Manager or his designee;

☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.

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

d. The time schedules for the Work are specified in Exhibit "B."

e. Each of these Exhibits "A" through "B" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

i. Assessment & Foundation-Year 1 .....$125,000.00
ii. Development & Implementation-Year 2 .....$150,000.00

iii. Institutionalization & Sustainability-Year 3 .....$125,000.00
iv. Type of Service. $0.00
Type of Service $0.00
v. **Total Not to Exceed.....$**400,000**.00**

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable reimbursable Expenses include:
(a) Hard copy reproductions, copies, and/or binding costs;
(b) Postage;
(c) Mileage, for travel from Consultant's office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
(d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
(e) Lodging expenses at the Hyatt Regency Baytown-Houston, located at 100 Convention Center Way, Baytown, Texas 77520, 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 first been approved in writing by the City. City shall reimburse Consultant at the Hyatt Regency Baytown-Houston's owner's rate. Consultant shall not be entitled to lodging expenses at any other location without the City's prior written approval.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant's offices outside of Harris or Chambers Counties.

e. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.

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

3. Personnel of Consultant

a. Consultant's Project Manager
Consultant shall designate Jason Robinson, 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 Project Management Professional
Consultant shall keep full-time registered Project Management Professional licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

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

4. Designation and Duties of the City's Representative

a. The City Manager or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

b. Codes and Standards

i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.

ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.

iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Consultant if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.

iv. Consultant agrees the services it provides as an experienced and qualified project management professional certification will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.

v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

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

7. Insurance

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

a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

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

i. Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

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

iii. Errors and Omissions
- Limit: $1,000,000 for this project
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required.

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

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

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

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

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

v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY

INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

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

9. Subcontractors and Subconsultants

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

10. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager or his designee to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;
(b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
(d) the dissolution of Consultant;
(e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
(f) failing to complete Work within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11.Non-Appropriation

To the extent this Agreement continues through multiple appropriations periods, the City represents that it has funds available to make the payment referenced in paragraph 2.a. until the end of its then-current appropriation period and that the City intends to request funds to make payments in each appropriation period from now until the end of the Agreement as referenced in

paragraph 2.a . If sufficient funds are not appropriated to make payments or any other amounts due under this Agreement, this Agreement shall terminate, and the City shall not be obligated to make payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated.

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. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17. 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.

18. 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:

Meridian BluePrint, LLC
Attn: Jason Robinson
4076 Outpost Trace
Lago Vista, TX, 78645

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.

19. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a

claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

20. 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.

21. 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.

22. Complete Agreement

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

23. 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.

24. Headings

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

25. 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.

26. 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.

27. 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:

Jason Robinson

(Signature)

JASON ROBINSON

(Printed Name)

MERIDIAN BLUEPRINT CONSULTING CEO

(Title)

STATE OF Texas §
§
COUNTY OF Travis §

Before me on this day personally appeared Jason Robinson, in his/her capacity as CEO & Founder, on behalf of such Meridian Blueprint Consulting

☐ known to me;
☐ proved to me on the oath of _____; or
☒ proved to me through his/her current driver's license {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

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

SUBSCRIBED AND SWORN before me this 2nd day of September, 2026.

VALERIE B EPISCOPO
Notary Public, State of Texas
Comm. Expires 08-22-2030
Notary ID 131692532

Notary Public in and for the State of Texas

Exhibit A: Scope of Work

The Consultant shall provide professional asset management services to develop and implement a comprehensive municipal asset management program that supports sustainable service delivery, informed capital planning, regulatory compliance, and long-term financial sustainability. The Consultant will work collaboratively with the City Manager's Office, Public Works and Engineering, Parks, Recreation, and Tourism, and Finance department. The Consultant shall perform the following services:

Project Initiation

- Conduct a project kickoff meeting.
- Review existing municipal plans, policies, financial information, GIS data, and asset inventories.
- Develop a Project Management Plan outlining the schedule, milestones, communications, meetings, risk management, and quality assurance.

Asset Data & Inventory

- Assess the quality and completeness of existing asset data.
- Identify data gaps and recommend improvements.
- Develop and standardize a comprehensive asset inventory and asset register, including classifications, hierarchies, metadata, and unique asset identifiers for municipal infrastructure such as roads, utilities, buildings, parks, fleet, sidewalks, streetlights, and other assets.

Condition, Lifecycle & Valuation

- Develop condition rating methodologies and evaluate asset condition using available data and field verification where authorized.
- Estimate remaining useful life, identify end-of-life assets, and document lifecycle assumptions.
- Prepare replacement cost estimates, current replacement values, and depreciated replacement costs where appropriate.

Service Levels & Risk Management

- Evaluate existing levels of service and recommend customer and technical performance measures.
- Develop a municipal asset risk framework, identify critical assets, rank risks, and recommend mitigation strategies.

Lifecycle & Capital Planning

- Prepare lifecycle management strategies for major asset classes, including maintenance, rehabilitation, renewal, replacement, and disposal.
- Develop a minimum 10 year capital renewal forecast, identify funding gaps, prepare investment priorities, and evaluate funding scenarios.

Asset Management Plan

Exhibit A: Scope of Work

- Prepare a comprehensive Asset Management Plan that includes:
    - Asset inventory and condition
    - Replacement values
    - Levels of service
    - Risk assessment
    - Lifecycle strategies
    - Capital forecast
    - Implementation recommendations
    - Performance measures

Policy, Governance & Software

- Review and recommend updates to asset management policies, governance structure, roles and responsibilities, decision-making processes, and data governance to include standard operating procedures.
- Where requested, support asset management software implementation, configuration, data migration, reporting, user training, and create standard operation procedures.

Training & Knowledge Transfer

- Provide staff training on asset management principles, data collection, lifecycle planning, risk management, capital planning, and software use (where applicable).

Implementation & Project Closeout

- Develop a phased implementation roadmap identifying short-, medium-, and long-term priorities, budget estimates, and annual update procedures.
- Present project findings and recommendations to City Manager Office.
- Deliver all reports, databases, GIS files, spreadsheets, models, and supporting documentation in editable and PDF formats. All project files shall become the property of the Municipality unless otherwise specified.

Project Management

Throughout the engagement, the Consultant shall provide:

- Monthly progress reports.
- Regular project meetings with agendas, meeting summaries to include action items.
- Updated project schedules and issue tracking.

Final Acceptance

The project will be considered complete upon acceptance of all required deliverables, completion of staff training, delivery of all digital files and datasets, and presentation of the final results to Council or designated municipal representatives.

Exhibit B: Time Schedule

The Consultant shall complete the services outlined in the Scope of Work over an anticipated three-year (36-month) engagement. The project timetable is intended to provide a framework for implementation and may be adjusted by mutual agreement between the Municipality and Consultant based on project needs, data availability, stakeholder coordination, other factors affecting the project schedule.

YEAR 1 – ASSESSMENT & FOUNDATION

Establish the City's asset management foundation through project initiation, data assessment, inventory development, condition assessment, and initial levels of service and risk management.

YEAR 1 – MILESTONE

At the conclusion of Year 1, the Municipality will have established a standardized asset management foundation, including an assessed and organized asset inventory, data standards, condition methodologies, lifecycle assumptions, and identified data gaps and improvement opportunities.

YEAR 2 – DEVELOPMENT & IMPLEMENTATION

Develop the City's asset management decision-making framework, including levels of service, risk management, lifecycle strategies, capital planning, and policies.

YEAR 2 – MILESTONE

At the conclusion of Year 2, the Municipality will have established the core asset management decision-making framework, including levels of service, performance measures, risk management, lifecycle strategies, capital forecasting, governance, policies, and applicable software processes.

YEAR 3 – INSTITUTIONALIZATION & SUSTAINABILITY

Integrate asset management into the City's ongoing operations, capital planning, budgeting, and decision-making processes while building internal staff capacity and establishing sustainable annual update procedures.

YEAR 3 – MILESTONE

At the conclusion of Year 3, the Municipality will have a fully documented and sustainable asset management program, including an Asset Management Plan, established governance and operating procedures, trained staff, integrated capital planning practices, defined performance measures, and an established process for ongoing annual updates and program management.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Asset Management

Project Name:

Company Name: Meridian BluePrint, LLC

Department: Administration

Date: 09/01/2026 **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.

Teresa McKeever — 09/01/2026

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 9. b.

Meeting Date: 09/10/2026

Subject: Consider an ordinance authorizing a professional services agreement with Parkers Solutions for webmaster services

Prepared by: Thomas Reeves, Public Affairs

Department: Public Affairs

Information

ITEM

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

PREFACE

The City of Baytown routinely contracts with a third party vendor to perform extensive webmaster duties for several official websites, including baytown.org, baytownlife.com, and CivicRec. The webmaster must be a skilled technician who specializes in ADA accessibility and engagement.

This ordinance authorizes the City Manager to execute an agreement with Parkers Solutions to provide webmaster services. The total not to exceed amount for the three-year term of the agreement is $108,000. The annual appropriation for FY 2027 is $36,000. Subsequent years' payments are subject to annual appropriation by the City Council. No obligation exists beyond current appropriations.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	10001061-54007
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	36,000
Fiscal Impact (Additional Information):	

Attachments

Ordinance - Webmaster
Exhibit A - Webmaster Contract

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.

****

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 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. 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 Trisa Parker D/B/A Parker's Solutions in a total amount not to exceed ONE-HUNDRED, EIGHT-THOUSAND AND NO/100 DOLLARS ($108,000.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Trisa Parker d/b/a Parker's Solutions (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform web support for the City of Baytown, Civic Plus Content Management Systems, and other third-party or self-hosted platforms. Consultant further agrees to serve as a technical resource for the City's staff and website content editors. Consultant agrees to monitor website traffic and compile statistical reports for City management in order to provide feedback for the City's public facing websites. Consultant agrees to develop and implement training of new and current web content editors, and develop web elements and pages for different departments within the City. The City will provide no training to Consultant (the "Work").

b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10 shall terminate:

☐ upon completion of the Work in accordance with this Agreement, including Exhibits;

☒ Thirty-six (36) months following execution by the City Manager or his designee;

☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.

2. Compensation and Professional Fees

a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

Total Not to Exceed ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS ($108,000.00)

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.

(1) Allowable reimbursable Expenses include:
   (a) Hard copy reproductions, copies, and/or binding costs;
   (b) Postage;
   (c) Mileage, for travel from Consultant's office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
   (d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
   (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant’s offices outside of Harris or Chambers Counties.

e. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.

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

3. Personnel of Consultant

a. Consultant's Project Manager
Consultant shall designate Trisa Parker, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.

b. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

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

4. Designation and Duties of the City's Representative

a. The Director of Public Affairs or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

b. Codes and Standards

i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.

ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government

or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.

iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Consultant if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.

iv. Consultant agrees the services it provides as an experienced and qualified Webmaster will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.

v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

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

7. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR

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

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

8. 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.

9. 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.

Consultant understands and agrees that the City is a local government under the laws of the State of Texas and as such, the compensation set forth in this Agreement is based upon the City’s current appropriated revenues. Consultant understands and agrees that the City shall have the right to terminate this Agreement at the end of any City’s fiscal year if the City’s governing body does not appropriate funds sufficient to compensate Consultant for performance under this Agreement.

10. Non-Appropriation

To the extent this Agreement continues through multiple appropriations periods, the City represents that it has funds available to make the payment referenced in paragraph 2.a until the end of its then-current appropriation period and that the City intends to request funds to make payments in each appropriation period from now until the end of the Agreement as referenced in paragraph 1.b. If sufficient funds are not appropriated to make payments or any other amounts due under this Agreement, this Agreement shall terminate, and the City shall not be obligated to make payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

12. Supervision of Consultant

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

13. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (30) days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within thirty (30) days of either such notification,

the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

15. Verifications

If Consultant has ten (10) or more full-time employees and Consultant's total compensation under this Agreement has a value of One-Hundred Thousand Dollars ($100,000.00) or more, Consultant makes the following verifications in accordance with Chapters 2271, 2274 and 2276 of the Texas Government Code:

a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

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

17. Notices

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

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

For the City:

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

For Consultant:

Trisa Parker d/b/a Parker's Solutions
1353 Andleman Ct.
Turlock, CA 95382

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

18. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

19. No Right to Arbitration

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

20. Waiver

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

21. Complete Agreement

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

22. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager or his designee of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. 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.

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

25. 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.

26. 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.

27. Artificial Intelligence Usage
The Consultant must disclose whether, and when, any Artificial Intelligence (AI) tools are being utilized to perform and Work under this Agreement (regardless of whether the AI tool is public, private, proprietary, or other). Consultant shall not input the City's identifiable or confidential information into any public AI system or model.

28. 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:

_____

SCOTT LEMOND, City Attorney

CONSULTANT:

Trisa Parker, d/b/a Parker's Solutions

_____
(Signature)

_____
(Printed Name)

_____
(Title)

STATE OF _____ §
§
COUNTY OF _____ §

Before me on this day personally appeared _____, in his/her capacity as _____, on behalf of such _____,

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

(check one)

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

SUBSCRIBED AND SWORN before me this _____ day of _____, 20___.

_____
Notary Public in and for the State of _____

CITY COUNCIL MEETING 9. c.

Meeting Date: 09/10/2026

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

Prepared for: John Stringer, Police **Prepared by:** Jason Kelly, Police

Department: Police

Information

ITEM

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

PREFACE

This ordinance authorizes the Annual Police Uniforms Contract to Gall's LLC, in the amount not to exceed $217,195.00, using the BuyBoard contract 773-25.

Fiscal Impact

Fiscal Year: 2026-2027

Acct Code: Multiple

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

Funds Budgeted Y/N: Y

Amount Needed: 217,195

Fiscal Impact (Additional Information):

10002013-52005 = $13,895
10002013-52009 = $200,000
10002017-52009 = $2,100
10002019-52009 = $1,200

Total: 217,195

Attachments

Ord-Authorizing the Annual Police Uniforms Contract to Galls through Buyboard Contract 773-25
Galls Contract
Contract Award Letter
Cooperative Agreement
Galls Price List
Conflict of Interest

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.

****

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 awards the Annual Police Uniform Contract to Galls, LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard), for the purchase of police uniforms, in an amount not to exceed TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($217,195.00) and authorizes payment thereof.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or less, provided that the original contract price of each item specified in Section 1 hereof may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Mike Fadden
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by:

Electronic Delivery

Mike Fadden
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the 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. 773-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of 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

PROPOSER'S ACCEPTANCE AND AGREEMENT

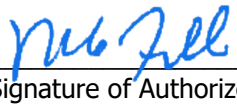
Proposal Invitation Name Uniforms and Accessories	**Proposal Due Date/Opening Date and Time** January 23, 2025, at 4:00 PM
Proposal Invitation Number 773-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term July 1, 2025, through June 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** April 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Galls, LLC
Name of Proposing Company

January 21, 2025
Date

1340 Russell Cave Road
Street Address


Signature of Authorized Company Official

Lexington, KY 40505
City, State, Zip

Mike Fadden
Printed Name of Authorized Company Official

844-464-2557
Telephone Number of Authorized Company Official

CEO
Position or Title of Authorized Company Official

877-914-2557
Fax Number of Authorized Company Official

20-3545989
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: MF

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: MF

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		
Galls, LLC	1340 Russell Cave Road		
City	**State**	**Zip Code**	
Lexington	KY	40505	

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: MF

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: MF

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:** MF

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: MF

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: MF

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: MF

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: MF

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: MF

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:** MF

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: MF

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: MF

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.

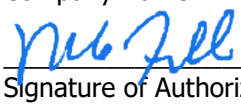
Initial: MF

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

Galls, LLC
Company Name


Signature of Authorized Company Official

Mike Fadden, CEO
Printed Name and Title

January 21, 2025
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Galls, LLC

*(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): Delaware

Federal Employer Identification Number: 20-3545989
*(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.)* _____

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.)

Galls Parent Holdings, LLC

2 Business name/disregarded entity name, if different from above.

Galls, LLC (FEIN 20-3545989)

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) . . . . P

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) _____

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 . . . . . ☐

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO BOX 505614

6 City, state, and ZIP code

St. Louis, MO 63150

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

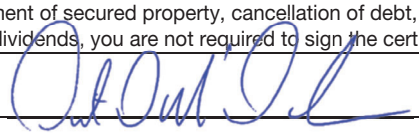
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 4/1/2024

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

1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls, LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls, LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

Dustin McDulin
Chief Financial Officer

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 11,800,000. (The period of the 12-month period is 01/01/2024 / 12/31/2024). 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	Y		based off of GSA
2. T-PASS (State of Texas)	Y		First Responder Uniforms
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	Y		Uniforms, Body Armor, & Accessories
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 15% **Proposed Discount (%):** 15%

Explanation: _____

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.	TXDPS	Assistant Chief Bruce James	(515) 424-2115	bruce.james@dps.texas.gov	15% TXMAS	$8.5M
2.	Houston Fire Dept.	Jaime Arredondo	(832) 395-8538	jaime.arredondo@houstontx.gox	N/A	$2.09M
3.	San Antonio Fire Dept.	Jore Arrington	(210) 207-4926	joe.arrington@sanantonio.gov	N/A	$1M
4.	Atlanta Police	Marshall Freeman	(404) 546-2665	mafreeman@atlantaga.gov	N/A	$2.1M
5.	Miami Dade Police	Manny Morales	(786) 457-1469	4866@miami-police.org	N/A	$3.49M

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.)

GALLS, LLC

COMPANY PROFILE

Galls is your reliable source for quality, in-stock public safety equipment and uniforms. Like you, we're quick, efficient and effective. We understand that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job.

Galls services the needs of law enforcement, military, security, fire, EMS, postal, public transportation and more. Galls offers an extensive selection of products and brands, competitive prices, responsive service, fast deliveries, and seamless ordering.

Each year, over one million men and women trust us to supply their essential gear and supplies. With over 50 years in the industry, it's easy to see why.

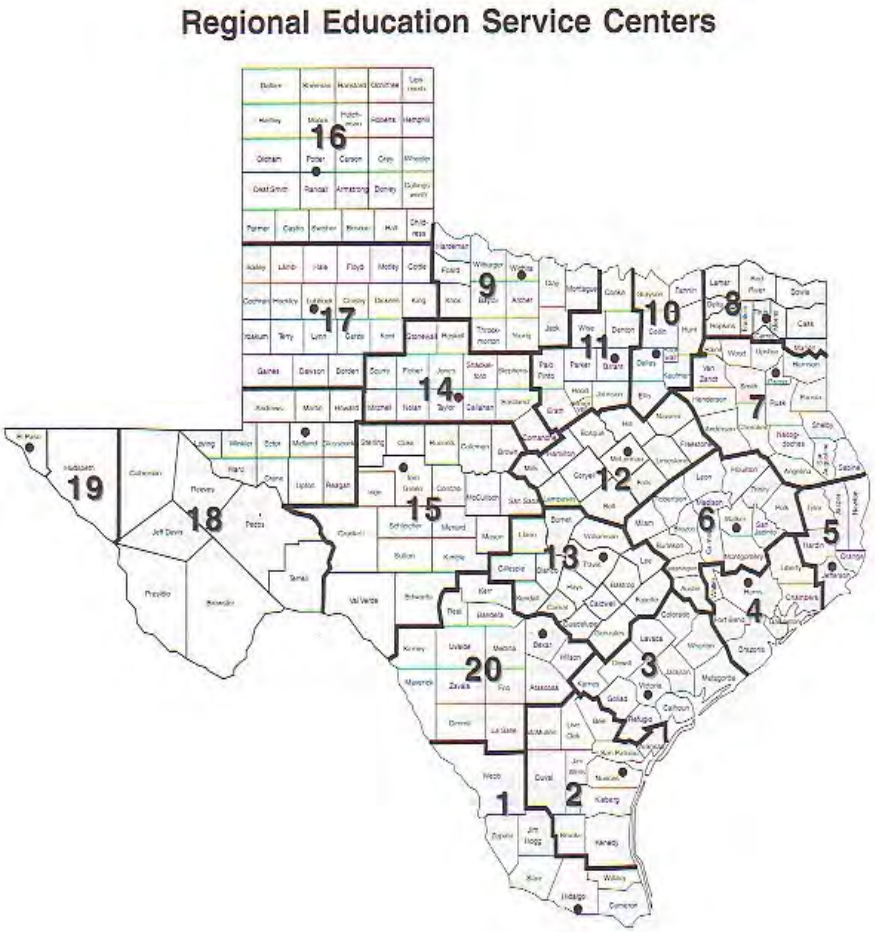
At Galls, you can always count on friendly, knowledgeable customer service, convenient online ordering, in-stock availability on most items, and fast same-day shipping. We are proud to serve America's public safety professionals.

Wherever your tough profession takes you, you'll find we have what you need to get through in one piece. With so many people counting on you to meet the demands of your job and your duty, Galls stands ready to help you meet the challenge.

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.

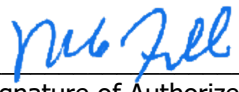
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall 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.

Galls, LLC	773-25
Name of Vendor	Proposal Invitation Number
	Mike Fadden, CEO
Signature of Authorized Company Official	Printed Name of Authorized Company Official

January 21, 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)
Galls Retail Branch	Ben Irvine	3200 Commander Dr, Suite 114 Carrollton, Texas 75006 (972) 246-3633
Galls Retail Branch	Ben Irvine	1630 111th St. Grand Prairie, Texas 75050 (972) 660-8433
Galls Retail Branch	Ben Irvine	1314 Houston Ave Houston, Texas 77007 (713) 292-1481
Galls Retail Branch	Ben Irvine	71 Esplanade Blvd, Suite 200 Houston, Texas 77060 (281) 931-0006
Galls Retail Branch	Ben Irvine	2111 West Ave San Antonio, Texas 78201 (210) 523-0976

Please see following retail branch locations outside of Texas prepared to service the Cooperative's other governmental entities across the US.

Location / Authorized Seller Name	Contact Person	Contact Information
Galls Retail Branch	Thomas Waller	5560 Forest Dr., #116 Columbia, South Carolina 29206 8037232440
Galls Retail Branch	Thomas Waller	1424 Center Park Dr. Charlotte, North Carolina 28217 (704) 522-1002
Galls Retail Branch	Chelsea Engel	4465 Venetucci Blvd, Suite 170 Colorado Springs, Colorado 80906 (719) 636-5134
Galls Retail Branch	Chelsea Engel	1342 West Madison St Chicago, Illinois 60607 3127333112
Galls Retail Branch	Chelsea Engel	5120 Osage St. #200 Denver, Colorado 80221 (303) 455-7000
Galls Retail Branch	Chelsea Engel	5801 Thornton Ave Des Moines, Iowa 50321 (515) 283-1985
Galls Retail Branch	Thomas Waller	28 Scotch Road Ewing Township, New Jersey 08628 (609) 883-2811
Galls Retail Branch	Misty Clark	1201 John Barrow Road Little Rock, Arkansas 72205 (501) 223-2778
Galls Retail Branch	Diana Mathews	2550 Long Beach Blvd Long Beach, California 90806 (562) 424-0220
Galls Retail Branch	Misty Clark	9800 Industrial Blvd Lenexa, Kansas 66215 (913) 871-5636

Galls Retail Branch	Misty Clark	1300 Russell Cave Rd Lexington, Kentucky 40505 (859) 787-0420
Galls Retail Branch	Misty Clark	1661 Shelby Oaks Drive, Suites 105-107 Memphis, Tennessee 38134 (901) 531-9993
Galls Retail Branch	Ben Irvine	5767 Carmichael Rd Montgomery, Alabama 36117 (334) 244-1133
Galls Retail Branch	Chelsea Engel	4036 Bloomington Ave Minneapolis, Minnesota 55407 (612) 377-0011
Galls Retail Branch	Chelsea Engel	500 East Oak St. Oak Creek, Wisconsin 53154 (414) 762-7300
Galls Retail Branch	Misty Clark	1395 S Marietta Pkwy, Bldg. 200, Ste 220 Marietta, Georgia 30067 (770) 800-9888
Galls Retail Branch	Diana Mathews	2200 Jerrold Unit J San Francisco, California 94124 (415) 824-2400
Galls Retail Branch	Thomas Waller	2820 Bladensburg Rd NE Washington, District of Columbia 20018 (202) 393-7547
Galls Retail Branch	Misty Clark	2720 Burlington Street North Kansas City, Missouri 64116 (816) 363-6700
Galls Retail Branch	Thomas Waller	5957 East Virginia Beach Blvd. Norfolk, Virginia 23502 (757) 459-9960
Galls Retail Branch	Thomas Waller	600 Meadowlands Pkwy, Ste 24 Secaucus, New Jersey 07094

		(973) 622-5700
Galls Retail Branch	Chelsea Engel	3115 Leavenworth St Omaha, Nebraska 68105 (402) 341-8790
Galls Retail Branch	Diana Mathews	1249 W. Katella Ave Orange, California 92867 (714) 633-3880
Galls Retail Branch	Misty Clark	11602 Lake Underhill Rd, Suite 121 Orlando, Florida 32825 (407) 730-7900
Galls Retail Branch	Ben Irvine	2201 E. University Dr Phoenix, Arizona 85034 (602) 714-7080
Galls Retail Branch	Thomas Waller	4720 Trademark Dr Raleigh, North Carolina 27610 (919) 772-1001
Galls Retail Branch	Thomas Waller	2124 Tomlynn St Richmond, Virginia 23230 (804) 353-3999
Galls Retail Branch	Chelsea Engel	2806 FAIRVIEW AVE N Roseville, Minnesota 55113 (651) 288-5199
Galls Retail Branch	Chelsea Engel	1905 Dalton Ave Cincinnati, Ohio 45214 (513) 621-4787
Galls Retail Branch	Chelsea Engel	3889 Business Park Dr Columbus, Ohio 43204 (614) 351-1566
Galls Retail Branch	Diana Mathews	1865 Iowa Ave. Ste. 110 Riverside, California 92507 9517816366
Galls Retail Branch	Diana Mathews	2333 Arden Way, Ste C Sacramento, California 95825

		(916) 567-7877
Galls Retail Branch	Chelsea Engel	3535 West Division St. St Cloud, Minnesota 56301 (320) 529-9585
Galls Retail Branch	Diana Mathews	2543 West Sixth St Los Angeles, California 90057 (213) 351-9632
Galls Retail Branch	Misty Clark	1048 S 48th St Suite C Springdale, Arkansas 72764 (479) 756-8182
Galls Retail Branch	Misty Clark	3710 Northwest Passage Tallahassee, Florida 32303 (850) 402-1133
Galls Retail Branch	Thomas Waller	2716 Exchange Dr Wilmington, North Carolina 28405 (910) 791-6050

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

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)**

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.

Galls, LLC has been in business 58 years. Galls, LLC has been the business name since establishment.

Galls is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition.

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.

Please see the following, attached sheet with the entirety of the answer to this question, as permitted above.

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.

Please see the following, attached sheet with the entirety of the answer to this question, as permitted above.

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.

Please see the following, attached sheet with the entirety of the answer to this question, as permitted above.

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.

Galls does not have any outstanding financial judgments and is not currently in default on any loan or financing agreement.

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.

Please see the following, attached sheet with the entirety of the answer to this question, as permitted above.

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.

Galls does not have any litigation or legal proceedings arising from a contract similar to this Contract or the work contemplated.

PROPOSAL INVITATION QUESTIONNAIRE

Question 2:

Galls has been servicing the public safety market for over 57 years, specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. Galls is headquartered in Lexington, KY and employs more than 1,700 employees. Galls generates over $640 million dollars in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls has an established reputation for providing a full range of logistics and support services from procurement options through life-cycle support to military, law enforcement and disaster response customers. Galls is the largest public safety distributor in the United States. We have a network of over 40 outside sales staff that assist with service responsibilities in their market as well as manage their own deck of mid-sized customers and an additional Business Development team consisting of 9 outside reps and 4 inside sales reps that target new business opportunities. Most of our customer base falls under the government sector. We have over 600 formal contracts with local, state, federal and military agencies that are serviced daily.

Galls and the Galls' Family of Companies have a branch network of over 165 locations nationwide and our branch offices are staffed with more than 40 Service Representatives that meet with customers face-to-face and handle service work (sizing, delivery etc.).

Question 3:

Galls is committed to effectively supporting and promoting this BuyBoard contract throughout its term. Our marketing strategy leverages a multi-channel approach to ensure that Cooperative members are well informed about the contract and continue to benefit from our services.

Engagement: With an average of 37,000 daily unique business-to-commerce web portal visits and distribution of over 2 million catalog mailings to our extensive customer network, Galls effectively features BuyBoard contract offerings and highlight the benefits of using Galls through the contract. Galls also actively participates in various public trade shows and conferences, at which we will display signage and materials promoting the BuyBoard contract, ensuring current and prospective customers are aware of our participation.

Sales Support in the Texas Market: In the Texas market alone, Galls employs 20 dedicated inside and outside sales professionals who will actively support the BuyBoard contract. These professionals will continue to provide personalized support to Cooperative members, answer inquiries, and facilitate contract usage to ensure a seamless experience.

Current Awards: Galls currently holds two BuyBoard contracts and actively supports both local and national agencies utilizing these contracts for their purchases.

Question 4:

Galls is financially well-equipped to execute the contract with 2024 net sales reaching $640 million, demonstrating strong revenue growth and operational stability.

Bonding Capacity: Galls has the ability to issue a bond to cover the full value of this contract. Our bonding capacity has been reviewed and approved by leading surety companies, and we maintain a strong relationship to ensure project requirements can be met.

Insurance Coverage Limits: Please see the attached insurance certificate for the coverage limits relevant to this contract. Should higher coverage limits be required, we will work with our insurance agent to accommodate those needs within reasonable terms.

Bankruptcy or Insolvency History: Galls confirms that neither our firm nor any of its current or past owners, principal shareholders, stockholders, or officers have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the past seven years.

Question 6:

Galls' contract terminations are as follows:

Contract Number & Name	Cancellation Date	Explanation
530-4-26-17 North Dakota Department of Corrections and Rehabilitation	11/27/2017	Delivery delays and minor quality issues
20-40 Henry County Fire Department Uniforms	12/31/2020	Service issues involving delivery, website and ordering.
St. Charles Parish Sheriff's Office – Police Uniforms – Contract	11/17/2021	Service issues involving delivery, website and ordering.
PUR0517-248 City of Cedar Rapids Body Armor	1/18/2022	Delivery, website and order delays
22021004-43 City of Frankfort - Police Uniforms	7/22/2022	Delivery, service, and ordering issues

P.O. Box 400, Austin, Texas 78767
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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies, and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies, and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies, and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies, and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies, and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms).

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms**, **Related Supplies, and Accessories**.
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories**.
11. Discount (%) off catalog/pricelist for **Purchase of Food Service Uniforms, Related Supplies, and Accessories**.
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories**.
13. Discount (%) off catalog/pricelist for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories**.
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies, and Accessories**.
15. Discount (%) off catalog/pricelist for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories**.
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above**.

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

18. Discount (%) off catalog/pricelist for **Rental of Public Safety** (police, fire, EMS, security, etc.) **Uniforms, Related Supplies, and Accessories**.
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms** (Industrial Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend)**, Related Supplies, and Accessories**.
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies, and Accessories**.
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies, and Accessories**.
22. Discount (%) off catalog/pricelist for **Rental of Business/Career Apparel Uniforms** (Executive Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend)**, Related Supplies, and Accessories**.

23. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats** (various sizes and colors, with or without logo)**.**
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service** (treated/untreated; various sizes).
27. Discount (%) off catalog/pricelist for **Add-ons/Fees for Uniform Rental Agreements** (name tags, prep, emblem, environmental/energy, initial set up, swing suit, minimum stop size, image guard. and deposit charges/fees).
28. Discount (%) off catalog/pricelist for **Rental of All Other Work Related Uniforms, Related Supplies, and Accessories** not listed above.
29. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniforms, Related Products, Supplies and Accessories** not listed above.

gallsllc Information

Address: 1340 Russell Cave Road
Lexington, KY 40505
Phone: (800) 876-4242 x2330

By submitting your response, you certify that you are authorized to represent and bind your company.

Mike Fadden
Signature

bidreview@galls.com
Email

Submitted at 1/22/2025 04:25:07 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 773-25, Uniforms and Accessories

FINAL - Proposal No. 773-25.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)

Galls LLC - Buyboard Catalog.xlsx

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

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

Galls, LLC - Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.) (DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 Galls LLC 2024- Remit Address.pdf

REQUIRED-In PDF format, upload W-9 form. (DO NOT password protect uploaded files.)

Bid Attributes

1 Federal Identification Number

Federal Identification Number

20-3545989

2 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

Mike

14 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Fadden

15 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

bidreview@galls.com

16 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

1340 Russell Cave Road

17 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Lexington

18 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

KY

19 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

40505

20 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

859-266-7227

21 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

22 **Company Website**

Company Website (www.XXXXX.com)

www.galls.com

23 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

24 **Purchase Order E-mail Address**

Purchase Order E-mail Address

ar@galls.com

25 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Moriah

26 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Rudiger

27 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

859-266-7227

28 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

29 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

30 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

No response

31 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

No response

32 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

33 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

34 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

35 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

36 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

bidreview@galls.com

37 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Moriah

38 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Rudiger

39 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

859-266-7227

40 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

41 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

42 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

No response

43 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

No response

44 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

45 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

46 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

47 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

48 **Invoice Company Name**

Invoice Company Name

Galls, LLC

49 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Receivable

50 **Invoice Contact - First Name**

Invoice Contact - First Name

Moriah

51 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Rudiger

52 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

PO Box 505614

53 **Invoice Mailing Address - City**

Invoice Mailing Address - City

St. Louis

54 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

MO

55 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

63150

56 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

859-266-7227

57 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

58 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

59 **Invoice Contact E-mail Address**

Invoice Contact E-mail

ar@galls.com

60 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

61 **Billing Agent Company Name**

Billing Agent Company Name

No response

62 **Billing Agent Department Name**

Billing Agent Department Name

No response

63 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

64 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

65 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

66 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

67 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

68 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

69 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

70 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

71 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

72 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

73 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

74 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

75 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

76 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

77 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

78 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

79 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

80 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

81 **Company Name**

Company Name

Galls, LLC

82 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

83 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

84	**Region 2** Region 2 - Corpus Christi ☐ *Region 2*
85	**Region 3** Region 3 - Victoria ☐ *Region 3*
86	**Region 4** Region 4 - Houston ☐ *Region 4*
87	**Region 5** Region 5 - Beaumont ☐ *Region 5*
88	**Region 6** Region 6 - Huntsville ☐ *Region 6*
89	**Region 7** Region 7 - Kilgore ☐ *Region 7*
90	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
91	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
92	**Region 10** Region 10 - Richardson ☐ *Region 10*
93	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
94	**Region 12** Region 12 - Waco ☐ *Region 12*
95	**Region 13** Region 13 - Austin ☐ *Region 13*

96	**Region 14** Region 14 - Abilene ☐ *Region 14*
97	**Region 15** Region 15 - San Angelo ☐ *Region 15*
98	**Region 16** Region 16 - Amarillo ☐ *Region 16*
99	**Region 17** Region 17 - Lubbock ☐ *Region 17*
100	**Region 18** Region 18 - Midland ☐ *Region 18*
101	**Region 19** Region 19 - El Paso ☐ *Region 19*
102	**Region 20** Region 20 - San Antonio ☐ *Region 20*
103	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
104	**Company Name** Company Name Galls, LLC

105	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will serve all states in the United States
106	**Alabama** Alabama ☐ *Alabama*
107	**Alaska** Alaska ☐ *Alaska*
108	**Arizona** Arizona ☐ *Arizona*
109	**Arkansas** Arkansas ☐ *Arkansas*
110	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
111	**Colorado** Colorado ☐ *Colorado*
112	**Connecticut** Connecticut ☐ *Connecticut*
113	**Delaware** Delaware ☐ *Delaware*
114	**District of Columbia** District of Columbia ☐ *District of Columbia*
115	**Florida** Florida ☐ *Florida*
116	**Georgia** Georgia ☐ *Georgia*

117	**Hawaii** Hawaii ☐ *Hawaii*
118	**Idaho** Idaho ☐ *Idaho*
119	**Illinois** Illinois ☐ *Illinois*
120	**Indiana** Indiana ☐ *Indiana*
121	**Iowa** Iowa ☐ *Iowa*
122	**Kansas** Kansas ☐ *Kansas*
123	**Kentucky** Kentucky ☐ *Kentucky*
124	**Louisiana** Louisiana ☐ *Louisiana*
125	**Maine** Maine ☐ *Maine*
126	**Maryland** Maryland ☐ *Maryland*
127	**Massachusetts** Massachusetts ☐ *Massachusetts*
128	**Michigan** Michigan ☐ *Michigan*

129	**Minnesota** Minnesota ☐ *Minnesota*
130	**Mississippi** Mississippi ☐ *Mississippi*
131	**Missouri** Missouri ☐ *Missouri*
132	**Montana** Montana ☐ *Montana*
133	**Nebraska** Nebraska ☐ *Nebraska*
134	**Nevada** Nevada ☐ *Nevada*
135	**New Hampshire** New Hampshire ☐ *New Hampshire*
136	**New Jersey** New Jersey ☐ *New Jersey*
137	**New Mexico** New Mexico ☐ *New Mexico*
138	**New York** New York ☐ *New York*
139	**North Carolina** North Carolina ☐ *North Carolina*
140	**North Dakota** North Dakota ☐ *North Dakota*

141	**Ohio** Ohio ☐ *Ohio*
142	**Oklahoma** Oklahoma ☐ *Oklahoma*
143	**Oregon** Oregon ☐ *Oregon*
144	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
145	**Rhode Island** Rhode Island ☐ *Rhode Island*
146	**South Carolina** South Carolina ☐ *South Carolina*
147	**South Dakota** South Dakota ☐ *South Dakota*
148	**Tennessee** Tennessee ☐ *Tennessee*
149	**Texas** Texas ☐ *Texas*
150	**Utah** Utah ☐ *Utah*
151	**Vermont** Vermont ☐ *Vermont*
152	**Virginia** Virginia ☐ *Virginia*

153	**Washington** Washington ☐ *Washington*
154	**West Virginia** West Virginia ☐ *West Virginia*
155	**Wisconsin** Wisconsin ☐ *Wisconsin*
156	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Band Uniforms, Related Supplies, and Accessories**.
Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Flag Corps Uniforms, Related Supplies, and Accessories**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories** (dresses, tuxedos, jackets, pants). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Show Choir Wear, Related Supplies, and Accessories**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Cheerleading Uniforms, Related Supplies, and Accessories**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories**.
Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Dancewear, Related Supplies, and Accessories**.
Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- 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".

Galls LLC - BuyBoard Catalog

10

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

11

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

12

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

13

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

14

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

16

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of Industrial Towels.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

18 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Public Safety** (police, fire, EMS, security, etc.) **Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Custodial and Maintenance Uniforms** (Industrial Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Food Service Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

Discount (%) off catalog/price list for **Rental of Medical and Nursing Uniforms, Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Business/Career Apparel Uniforms** (Executive Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Towels.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Mats** (various sizes and colors, with or without logo). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Industrial Mop Service** (treated/untreated; various sizes). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Add-ons/Fees for Uniform Rental Agreements** (name tags, prep, emblem, environmental/energy, initial set up, swing suit, minimum stop size, image guard. and deposit charges/fees). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of All Other Work Related Uniforms, Related Supplies, and Accessories** not listed above. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29 **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of All Other Industrial Uniforms, Related Products, Supplies and Accessories** not listed above. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred.* ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Response Total: $0.00

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 21, 2026

Sent via email to: customercare@galls.com

Customer Care
Galls, LLC
1340 Russell Cave Rd
Lexington KY 40505

Re: Uniforms and Accessories
BuyBoard Contract 773-25

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 773-25 effective July 1, 2025 through June 30, 2026, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through June 30, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

CITY OF BAYTOWN

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6505 • (281) 420-6586 Fax

Purchasing Cooperative Agreement

Between GALLS, LLC (vendor) and the City of Baytown

_____(vendor), using Cooperative Contract

Buyboard #773-25 (Co-op and contract #), agrees to sell to

the City of Baytown, the following items: Uniforms, accessories, safety equipment

at the prices listed: 15% off MSRP
(please include separate list, if required)

GALLS, LLC
Vendor (company)

Mike Fadden
Vendor representative printed Name

M.K Fadden
Representative Signature

08/13/2026
Date

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

1. Discount (%) off catalog/price list for **Purchase of Band Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
Band Today, LLC	Band Today price list	0%	No
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
Big Star Branding, Inc.	Big Star Branding price list	25%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	No
Cheerleading Company Inc.	Cheerleading Company price list	3%	No
Cousin's Uniforms & Tux, LLC dba Cousin's Concert Attire	Cousin's Concert Attire price list	0%	Yes
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Dinkles Catalog (0% - 15%)	0%	No
Rebecca K Reynolds dba Reynolds Uniforms	Director's Showcase price list (0%-20%)	0%	No
Discount Dance, LLC	Discount Dance price list	20%	No
Distractions, Inc.	Distractions Inc. Catalog	12%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Floyette Originals, Inc.	Floyette Originals price list	0%	No
Fred J. Miller, Inc.	Fred J. Miller price list	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms price list	0%	Yes
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	No

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

1. Discount (%) off catalog/price list for **Purchase of Band Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	35%	Yes
Manuel Delgado dba Delgado Guitars LLC	La Tradicón Catalog	20%	Yes
Venustiano Martinez dba T9 Sports	McCormicks Catalog	5%	No
Dance Sophisticates	Perfect Fit Marching Arts V1 Catalog	0%	Yes
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Southeastern Career Apparel, Inc. dba Southeastern Performance Apparel	Southeastern Catalog	2%	Yes
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Stanbury Uniforms LLC	Stanbury Uniforms price list	0%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Style Plus Band price list (0%-20%)	0%	No
Distractions, Inc.	Style Plus Catalog	0%	No
Dance Time, LLC	Styleplus Catalog	5%	No
Marchmaster Inc.	Styleplus Catalog	3%	Yes
Teamleader Inc dba Teamleader	TeamLeader price list	5%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No

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1. Discount (%) off catalog/price list for **Purchase of Band Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Weissman's Theatrical Supplies Inc dba Weissman	Weissman price list	0%	No

2. Discount (%) off catalog/price list for **Purchase of Flag Corps Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Rebecca K Reynolds dba Reynolds Uniforms	Augusta Sportswear Brands price list (0%-25%)	0%	No
Distractions, Inc.	Augusta Sportswear Catalog	12%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
Big Star Branding, Inc.	Big Star Branding price list	25%	No
Distractions, Inc.	Bloch Catalog	12%	No
Distractions, Inc.	Body Wrappers price list	12%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Distractions, Inc.	Capezio price list	12%	No
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	No
Cheerleading Company Inc.	Cheerleading Company price list	3%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing Catalog	5%	Yes
Cousin's Uniforms & Tux, LLC dba Cousin's Concert Attire	Cousin's Concert Attire price list	0%	Yes
Distractions, Inc.	Dance Class - Trimfoot Company Catalog	12%	No
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes

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2. Discount (%) off catalog/price list for **Purchase of Flag Corps Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Rebecca K Reynolds dba Reynolds Uniforms	Director's Showcase price list (0%-20%)	0%	No
Discount Dance, LLC	Discount Dance price list	20%	No
Distractions, Inc.	Distractions Inc. Catalog	12%	Yes
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Distractions, Inc.	Eurotard Catalog	12%	No
Floyette Originals, Inc.	Floyette Originals price list	0%	No
Fred J. Miller, Inc.	Fred J. Miller price list	0%	Yes
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	Yes
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	35%	Yes
Distractions, Inc.	Happy Feet Boots price list	0%	No
Venustiano Martinez dba T9 Sports	McCormicks Catalog	5%	No
Distractions, Inc.	No Limit Footwear price list	5%	No
Distractions, Inc.	Pepco Poms price list	10%	No
Dance Sophisticates	Perfect Fit Performance V10 Catalog	0%	Yes
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	Yes
Rebel Athletic, Inc.	Rebel Athletic price list	10%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Southeastern Career Apparel, Inc. dba Southeastern Performance Apparel	Southeastern Catalog	2%	Yes
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No

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2. Discount (%) off catalog/price list for **Purchase of Flag Corps Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Stanbury Uniforms LLC	Stanbury Uniforms price list	0%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Style Plus Band price list (0%-20%)	0%	No
Distractions, Inc.	Style Plus Catalog	0%	Yes
Dance Time, LLC	Styleplus Catalog	5%	No
Teamleader Inc dba Teamleader	TeamLeader price list	5%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	Yes
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Weissman's Theatrical Supplies Inc dba Weissman	Weissman price list	0%	Yes
Distractions, Inc.	Zephz Footwear price list	5%	No

3. Discount (%) off catalog/price list for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories** (dresses, tuxedos, jackets, pants).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	No
Cheerleading Company Inc.	Cheerleading Company price list	3%	No
Marchmaster Inc.	Cousins Concert Attire price list	3%	No
Cousin's Uniforms & Tux, LLC dba Cousin's Concert Attire	Cousin's Concert Attire price list	0%	Yes
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Director's Showcase price list (0% - 20%)	0%	No

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3. Discount (%) off catalog/price list for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories** (dresses, tuxedos, jackets, pants).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Distractions, Inc.	Distractions Inc. Catalog	12%	Yes
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Fred J. Miller, Inc.	Fred J. Miller price list	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms price list	0%	Yes
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	No
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	35%	Yes
Manuel Delgado dba Delgado Guitars LLC	La Tradicón Catalog	20%	No
Venustiano Martinez dba T9 Sports	McCormicks Catalog	5%	No
Dance Sophisticates	Perfect Fit Concert Apparel V7 Catalog	0%	Yes
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Southeastern Career Apparel, Inc. dba Southeastern Performance Apparel	Southeastern Catalog	2%	Yes
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Stanbury Uniforms LLC	Stanbury Uniforms price list	0%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Style Plus Band price list (0%-20%)	0%	No
Distractions, Inc.	Style Plus Catalog	0%	Yes
Dance Time, LLC	Styleplus Catalog	5%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	No

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3. Discount (%) off catalog/price list for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies, and Accessories** (dresses, tuxedos, jackets, pants).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	Yes

4. Discount (%) off catalog/price list for **Purchase of Show Choir Wear, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Venustiano Martinez dba T9 Sports	Augusta Catalog	5%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	No
Cheerleading Company Inc.	Cheerleading Company price list	3%	No
Marchmaster Inc.	Cousins Concert Attire price list	3%	No
Cousin's Uniforms & Tux, LLC dba Cousin's Concert Attire	Cousin's Concert Attire price list	0%	Yes
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Director's Showcase price list (0%-20%)	0%	No
Discount Dance, LLC	Discount Dance price list	20%	No
Distractions, Inc.	Distractions Inc. Catalog	12%	Yes
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	No
Fred J. Miller, Inc.	Fred J. Miller price list	0%	No
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	No
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	35%	Yes
Dance Sophisticates	Illuminate Show Choir V6 Catalog	0%	Yes

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4. Discount (%) off catalog/price list for **Purchase of Show Choir Wear, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Southeastern Career Apparel, Inc. dba Southeastern Performance Apparel	Southeastern Catalog	2%	Yes
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Stanbury Uniforms LLC	Stanbury Uniforms price list	0%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Style Plus Band price list (0%-20%)	0%	No
Distractions, Inc.	Style Plus Catalog	0%	Yes
Dance Time, LLC	Styleplus Catalog	5%	No
Concourse Team Express LLC	Team Express price list	20%	No
Teamleader Inc dba Teamleader	TeamLeader price list	5%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	Yes
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	Yes
Weissman's Theatrical Supplies Inc dba Weissman	Weissman price list	0%	Yes

5. Discount (%) off catalog/price list for **Purchase of Cheerleading Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
America Team Sports LLC dba America Team Sports	America Team Sports price list	40%	Yes
Venustiano Martinez dba T9 Sports	Augusta Catalog	5%	No

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5. Discount (%) off catalog/price list for **Purchase of Cheerleading Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Distractions, Inc.	Augusta Sportswear Catalog	12%	Yes
WEBB'S UNIFORMS LLC	AUGUSTA SPORTSWEAR price list	0%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
Distractions, Inc.	Bloch Catalog	12%	No
Distractions, Inc.	Body Wrappers price list	12%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Distractions, Inc.	Capezio price list	12%	No
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	No
Cheerleading Company Inc.	Cheerleading Company price list	3%	Yes
Dance Time, LLC	Dance Time Catalog	15%	No
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes
Diadem Sports LLC	Diadem Sports (Apparel Only) price list	40%	No
Discount Dance, LLC	Discount Dance price list	20%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Distractions, Inc.	Eurotard Catalog	12%	No
Michele Summerall dba getpoms.com	Getpoms.com price list (0%-10%)	0%	Yes
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	No
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	35%	Yes
Distractions, Inc.	No Limit Footwear price list	5%	No
Distractions, Inc.	Pepco Poms price list	10%	Yes
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No

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5. Discount (%) off catalog/price list for **Purchase of Cheerleading Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Rain Ponchos Plus	Rain Ponchos Plus	0%	Yes
Rebel Athletic, Inc.	Rebel Athletic price list	10%	Yes
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
WEBB'S UNIFORMS LLC	SPORT TEK price list	0%	No
Concourse Team Express LLC	Team Express price list	20%	No
Distractions, Inc.	Team Leader Catalog	0%	No
Teamleader Inc dba Teamleader	TeamLeader price list	5%	Yes
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	Yes
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
WEBB'S UNIFORMS LLC	VARSITY price list	0%	No
Varsity Spirit Fashions & Supplies LLC	Varsity Spirit Fashion price list	0%	Yes
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	No
Weissman's Theatrical Supplies Inc dba Weissman	Weissman price list	0%	Yes
Distractions, Inc.	Zephz Footwear price list	5%	Yes

6. Discount (%) off catalog/price list for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
America Team Sports LLC dba America Team Sports	America Team Sports price list	40%	Yes

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6. Discount (%) off catalog/price list for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Rebecca K Reynolds dba Reynolds Uniforms	Augusta Sportswear Brands price list (0%-25%)	0%	No
Distractions, Inc.	Augusta Sportswear Catalog	12%	Yes
WEBB'S UNIFORMS LLC	AUGUSTA SPORTSWEAR price list	0%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
Distractions, Inc.	Bloch Catalog	12%	Yes
Distractions, Inc.	Body Wrappers price list	12%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Distractions, Inc.	Capezio price list	12%	Yes
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	No
Cheerleading Company Inc.	Cheerleading Company price list	3%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing price list	5%	Yes
Distractions, Inc.	Dance Class - Trimfoot Company Catalog	12%	Yes
Dance Time, LLC	Dance Time Catalog	15%	No
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes
Discount Dance, LLC	Discount Dance price list	20%	No
Distractions, Inc.	Distractions Inc. Catalog	12%	Yes
Deanna Patterson dba Down Patt	DOWN PATT price list	0%	Yes
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	No
Distractions, Inc.	Eurotard Catalog	12%	Yes
Floyette Originals, Inc.	Floyette Originals price list	0%	Yes

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6. Discount (%) off catalog/price list for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Michele Summerall dba getpoms.com	Getpoms.com price list (0%-10%)	0%	Yes
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	Yes
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	35%	Yes
Distractions, Inc.	Happy Feet Boots price list	0%	Yes
Distractions, Inc.	No Limit Footwear price list	5%	No
Distractions, Inc.	Pepco Poms price list	10%	No
Rebecca K Reynolds dba Reynolds Uniforms	Pepcosports price list (10%-25%)	0%	No
Dance Sophisticates	Perfect Fit Dance V1 Catalog	0%	Yes
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	Yes
Rebel Athletic, Inc.	Rebel Athletic price list	10%	Yes
Venustiano Martinez dba T9 Sports	Reynolds Catalog	5%	No
Rebecca K Reynolds dba Reynolds Uniforms	Reynolds Uniforms Custom price list	0%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
WEBB'S UNIFORMS LLC	SOFEE price list	0%	No
Southeastern Career Apparel, Inc. dba Southeastern Performance Apparel	Southeastern Catalog	2%	Yes
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
WEBB'S UNIFORMS LLC	SPORT TEK price list	0%	No
Stanbury Uniforms LLC	Stanbury Uniforms price list	0%	Yes

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6. Discount (%) off catalog/price list for **Purchase of Drill Team Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Concourse Team Express LLC	Team Express price list	20%	No
Distractions, Inc.	Team Leader Catalog	0%	No
Teamleader Inc dba Teamleader	TeamLeader price list	5%	No
WEBB'S UNIFORMS LLC	TEAMWORK ATHLETIC price list	0%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	Yes
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	No
Weissman's Theatrical Supplies Inc dba Weissman	Weissman price list	0%	Yes
Distractions, Inc.	Zephz Footwear price list	5%	No

7. Discount (%) off catalog/price list for **Purchase of Dancewear, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
America Team Sports LLC dba America Team Sports	America Team Sports price list	40%	Yes
Venustiano Martinez dba T9 Sports	Augusta Catalog	5%	No
Distractions, Inc.	Augusta Sportswear Catalog	12%	Yes
WEBB'S UNIFORMS LLC	AUGUSTA SPORTSWEAR price list	0%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
Distractions, Inc.	Bloch Catalog	12%	Yes
Distractions, Inc.	Body Wrappers price list	12%	Yes

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7. Discount (%) off catalog/price list for **Purchase of Dancewear, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
WEBB'S UNIFORMS LLC	BOXERCRAFT price list	0%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Distractions, Inc.	Capezio price list	12%	Yes
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	No
Cheerleading Company Inc.	Cheerleading Company price list	3%	Yes
Distractions, Inc.	Dance Class - Trimfoot Company Catalog	12%	Yes
Dance Time, LLC	Dance Time Catalog	15%	No
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes
Discount Dance, LLC	Discount Dance price list	20%	No
Distractions, Inc.	Distractions Inc. Catalog	12%	Yes
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	No
Distractions, Inc.	Eurotard Catalog	12%	Yes
Floyette Originals, Inc.	Floyette Originals price list	0%	Yes
Fred J. Miller, Inc.	Fred J. Miller price list	0%	No
Michele Summerall dba getpoms.com	Getpoms.com price list (0%-10%)	0%	Yes
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	No
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	35%	Yes
Distractions, Inc.	Happy Feet Boots price list	0%	Yes
WEBB'S UNIFORMS LLC	J AMERICA price list	0%	No
Manuel Delgado dba Delgado Guitars LLC	La Tradicón Catalog	20%	No
Distractions, Inc.	No Limit Footwear price list	5%	No
Distractions, Inc.	Pepco Poms price list	10%	No

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7. Discount (%) off catalog/price list for **Purchase of Dancewear, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dance Sophisticates	Perfect Fit Dance V1 Catalog	0%	Yes
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	Yes
Rebel Athletic, Inc.	Rebel Athletic price list	10%	Yes
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Southeastern Career Apparel, Inc. dba Southeastern Performance Apparel	Southeastern Catalog	2%	Yes
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Distractions, Inc.	Style Plus Catalog	0%	Yes
Concourse Team Express LLC	Team Express price list	20%	No
Distractions, Inc.	Team Leader Catalog	0%	No
Teamleader Inc dba Teamleader	TeamLeader price list	5%	Yes
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	Yes
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Varsity Spirit Fashions & Supplies LLC	Varsity Spirit Fashion price list	0%	Yes
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	No
Weissman's Theatrical Supplies Inc dba Weissman	Weissman price list	0%	Yes
Distractions, Inc.	Zephz Footwear price list	5%	No

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

8. Discount (%) off catalog/price list for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	Yes
America Team Sports LLC dba America Team Sports	America Team Sports price list	40%	Yes
Venustiano Martinez dba T9 Sports	Augusta Catalog	5%	No
Rebecca K Reynolds dba Reynolds Uniforms	Augusta Sportswear Brands price list (0%-25%)	0%	No
Distractions, Inc.	Augusta Sportswear Catalog	12%	Yes
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
The Bandmans Company, Southwest	Bandmans price list	5%	Yes
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Distractions, Inc.	Bloch Catalog	12%	Yes
Distractions, Inc.	Body Wrappers price list	12%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	Yes
Distractions, Inc.	Capezio price list	12%	Yes
It's Greek to Me, Inc. dba Champion Teamwear	Champion Teamwear price list	10%	Yes
Cheerleading Company Inc.	Cheerleading Company price list	3%	Yes
Cousin's Uniforms & Tux, LLC dba Cousin's Concert Attire	Cousin's Concert Attire price list	0%	Yes
Distractions, Inc.	Dance Class - Trimfoot Company Catalog	12%	Yes
Dance Time, LLC	Dance Time Catalog	15%	No
DeMoulin Brothers & Company	DeMoulin Bros & Co Catalog	0%	Yes
Diadem Sports LLC	Diadem Sports (Apparel Only) price list	40%	Yes
Rebecca K Reynolds dba Reynolds Uniforms	Director's Showcase price list (0%-20%)	0%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

8. Discount (%) off catalog/price list for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Discount Dance, LLC	Discount Dance price list	20%	No
Distractions, Inc.	Distractions Inc. Catalog	12%	Yes
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Distractions, Inc.	Eurotard Catalog	12%	Yes
Floyette Originals, Inc.	Floyette Originals price list	0%	No
Fred J. Miller, Inc.	Fred J. Miller price list	0%	Yes
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	Yes
Hamilton's Theatrical LLC	Hamilton's Theatrical price list	40%	Yes
Distractions, Inc.	Happy Feet Boots price list	0%	Yes
Manuel Delgado dba Delgado Guitars LLC	La Tradicón Catalog	20%	Yes
Maxari Energy LLC	Maxari WWOF Uniform price list	0%	No
North America Fire Equipment Co., Inc dba NAFECO	NAFECO (apparel only) price list	15%	Yes
Distractions, Inc.	No Limit Footwear price list	5%	Yes
Distractions, Inc.	Pepco Poms price list	10%	No
Dance Sophisticates	Perfect Fit Performance V10 Catalog	0%	Yes
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	Yes
Rebel Athletic, Inc.	Rebel Athletic price list	5%	Yes
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	Yes

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8. Discount (%) off catalog/price list for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Rebecca K Reynolds dba Reynolds Uniforms	Style Plus Band price list (0%-20%)	0%	No
Distractions, Inc.	Style Plus Catalog	0%	Yes
Concourse Team Express LLC	Team Express price list	20%	No
Distractions, Inc.	Team Leader Catalog	0%	No
Teamleader Inc dba Teamleader	TeamLeader price list	5%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	Yes
Tote Inc dba Tote Unlimited dba Happy Feet Boots	Tote Inc price list	0%	Yes
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
WEBB'S UNIFORMS LLC	VARSITY price list	0%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Weissman's Theatrical Supplies Inc dba Weissman	Weissman price list	0%	Yes
Distractions, Inc.	Zephz Footwear price list	5%	No

9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Federal Eastern International, LLC	5.11 price list	16%	Yes
Nardis dba Nardis Public Safety	5.11 price list	15%	Yes
GT Distributors, Inc.	5.11 Tactical price list	25%	Yes
M-Pak, Inc.	5.11 Tactical price list	20%	Yes

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Nardis dba Nardis Public Safety	Alpha Broder price list	15%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
GT Distributors, Inc.	ASP price list	30%	Yes
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
GT Distributors, Inc.	Atlanco Tru-Spec price list	20%	Yes
Global Trading, Inc.	AVENGER Catalog	26%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	No
Global Trading, Inc.	BATES Catalog	26%	No
GT Distributors, Inc.	Bates Footwear price list	25%	Yes
Nardis dba Nardis Public Safety	BAYCO price list	15%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
GT Distributors, Inc.	Belleville Boots price list	16%	Yes
Federal Eastern International, LLC	Belleville price list	18%	Yes
Nardis dba Nardis Public Safety	BELLEVILLE price list	15%	Yes
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
GT Distributors, Inc.	BlackHawk price list	41%	No
Maryland Fire Equipment Corporation	Blackinton Catalog	5%	No
GT Distributors, Inc.	Blackinton price list	25%	Yes
Federal Eastern International, LLC	Blackinton price list	20%	Yes
Nardis dba Nardis Public Safety	BLACKINTON price list	15%	No
M-Pak, Inc.	Blackpoint Tactical price list	15%	Yes
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
GT Distributors, Inc.	Blauer Manufacturing price list	16%	Yes
T&T UNIFORMS, INC.	Blauer price list	20%	Yes
WEBB'S UNIFORMS LLC	BLAUER price list	0%	No
Nardis dba Nardis Public Safety	BLAUER pricelist	15%	Yes
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Maryland Fire Equipment Corporation	Boston Leather price list	5%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Charm-Tex	Charm-Tex Catalog	15%	No
Global Trading, Inc.	CHEF DESIGNS Catalog	26%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing Catalog	5%	Yes
Global Trading, Inc.	COLUMBIA Catalog	16%	No
M-Pak, Inc.	Comp-Tac price list	15%	Yes
M-Pak, Inc.	Condor price list	20%	Yes
Global Trading, Inc.	CORE 365 Catalog	26%	No
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
M-Pak, Inc.	Crucial Concealment price list	15%	Yes
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
GT Distributors, Inc.	Danner price list	18%	Yes
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Maryland Fire Equipment Corporation	Dragon Fire price list	5%	Yes
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No
Nardis dba Nardis Public Safety	EDWARDS GARMENT price list	15%	Yes
GT Distributors, Inc.	Elbeco price list	22%	Yes
M-Pak, Inc.	Elbeco price list	20%	Yes
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
The ABY Manufacturing Group Inc. dba Entenmann-Rovin Co.	Entenmann-Rovin Co. price list	10%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
T&T UNIFORMS, INC.	Fechheimer Group price list	20%	Yes
M-Pak, Inc.	Fechheimer price list	20%	Yes
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
M-Pak, Inc.	First Tactical price list	20%	Yes
Federal Eastern International, LLC	First Tactical price list	16%	Yes
T&T UNIFORMS, INC.	First Tactical price list	15%	Yes
Nardis dba Nardis Public Safety	First Tactical price list	15%	Yes
GT Distributors, Inc.	First Tactical price list	15%	Yes
WEBB'S UNIFORMS LLC	FIRST TACTICAL price list	0%	No
GT Distributors, Inc.	FirstWatch Gear price list	15%	Yes

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Maryland Fire Equipment Corporation	Flying Cross price list	15%	Yes
Nardis dba Nardis Public Safety	FLYING CROSS price list	15%	Yes
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes
GT Distributors, Inc.	General Tactic price list	12%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
GT Distributors, Inc.	Gerber Outerwear price list	20%	Yes
Global Trading, Inc.	GILDAN Catalog	26%	No
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	Yes
Maryland Fire Equipment Corporation	Globe Catalog	28%	Yes
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms	Got You Covered Uniforms price list	15%	Yes
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
GT Distributors, Inc.	Gould & Goodrich price list	40%	No
Nardis dba Nardis Public Safety	GOULD AND GOODRICH price list	15%	Yes
Global Trading, Inc.	GRABBERS Catalog	26%	No
GT Distributors, Inc.	GT Distributors price list (15% - 56%)	15%	Yes
Global Trading, Inc.	HAIX Catalog	26%	No
HAIX North America Inc.	HAIX Footwear Pricelist	20%	Yes
GT Distributors, Inc.	Haix price list	19%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
GT Distributors, Inc.	Hatch price list	40%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Nardis dba Nardis Public Safety	HERO'S PRIDE price list	15%	Yes
GT Distributors, Inc.	High Speed Gear price list	28%	Yes
M-Pak, Inc.	Highspeed Gear price list	15%	Yes
Maryland Fire Equipment Corporation	Hookfast Catalog	15%	Yes
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Federal Eastern International, LLC	HWI price list	15%	Yes
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
M-Pak, Inc.	Liberty price list	20%	Yes
GT Distributors, Inc.	Liberty Uniform price list	25%	Yes
Global Trading, Inc.	LION Catalog	16%	No
Maryland Fire Equipment Corporation	Lion Stationwear Catalog	15%	Yes
Maryland Fire Equipment Corporation	Maryland Fire Equipment Cleaning & Repair price list	45%	Yes
Maryland Fire Equipment Corporation	Maryland Fire Equipment Workwear Outfitters price list	15%	Yes
Maxari Energy LLC	Maxari Horace Small Uniforms price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Federal Eastern International, LLC	Mechanix Wear price list	20%	Yes

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	MERRELL Catalog	26%	No
GT Distributors, Inc.	Merrell price list	32%	Yes
Federal Eastern International, LLC	Merrell price list	20%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No
GT Distributors, Inc.	Monadnock price list	25%	Yes
Global Trading, Inc.	MP-WWOF Catalog	26%	No
Maryland Fire Equipment Corporation	MSA Cairns price list	28%	Yes
North America Fire Equipment Co., Inc dba NAFECO	NAFECO (apparel only) price list	15%	Yes
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
T&T UNIFORMS, INC.	Original Footwear Company price list	20%	Yes
GT Distributors, Inc.	Original Footwear price list	25%	Yes
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
M-Pak, Inc.	Paraclete Catalog	35%	Yes

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
M-Pak, Inc.	Point Blank Enterprises Catalog	40%	Yes
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Wicked Stinger Media LLC	Portwest price list	20%	Yes
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No
M-Pak, Inc.	Propper price list	20%	Yes
T&T UNIFORMS, INC.	Propper price list	15%	Yes
Maryland Fire Equipment Corporation	Propper price list	15%	Yes
Nardis dba Nardis Public Safety	Propper price list	15%	Yes
GT Distributors, Inc.	Propper price list	15%	Yes
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Federal Eastern International, LLC	Ready Line Gear price list	20%	Yes
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Maryland Fire Equipment Corporation	Ricochet EMS price list	15%	Yes
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
M-Pak, Inc.	Rothco price list	20%	Yes
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
GT Distributors, Inc.	Safariland Body Armor price list	45%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
GT Distributors, Inc.	Safariland Duty Gear price list	30%	Yes
Global Trading, Inc.	SALOMON Catalog	21%	No
GT Distributors, Inc.	Salomon Forces price list	20%	Yes
M-Pak, Inc.	Salomon price list	25%	Yes
Federal Eastern International, LLC	Salomon price list	15%	Yes
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
GT Distributors, Inc.	Sanmar price list	20%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Nardis dba Nardis Public Safety	SanMar price list	15%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No
GT Distributors, Inc.	Smith & Warren price list	32%	No

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Federal Eastern International, LLC	Smith & Warren price list	20%	Yes
Maryland Fire Equipment Corporation	Smith & Warren price list	15%	Yes
Ridgecrest Products, Inc. dba BadgeAndWallet.com	Smith & Warren price list	10%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Nardis dba Nardis Public Safety	SMITH AND WARREN price list	15%	Yes
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Global Trading, Inc.	SPIEWAK Catalog	26%	No
GT Distributors, Inc.	Spiewak price list	20%	Yes
Nardis dba Nardis Public Safety	Spiewak price list	15%	Yes
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
GT Distributors, Inc.	Streamlight price list	56%	No
Nardis dba Nardis Public Safety	Streamlight price list	15%	No
GT Distributors, Inc.	Strong Leather price list	30%	Yes
Nardis dba Nardis Public Safety	Strong Leather price list	15%	No
M-Pak, Inc.	TacMed Solutions price list	15%	No
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
GT Distributors, Inc.	Tact Squad price list	20%	No
Uniforms Today, LLC	Tactical 511 price list	12%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Concourse Team Express LLC	Team Express price list	20%	No

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Nardis dba Nardis Public Safety	THOROGOOD price list	15%	Yes
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
M-Pak, Inc.	Trijicon price list	30%	No
Nardis dba Nardis Public Safety	TRUSPEC price list	15%	No
Federal Eastern International, LLC	Tru-Spec price list	21%	Yes
T&T UNIFORMS, INC.	Tru-Spec price list	20%	Yes
M-Pak, Inc.	TUFF Products price list	15%	Yes
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
GT Distributors, Inc.	Uncle Mike's price list	41%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Federal Eastern International, LLC	Under Armour price list	20%	Yes
Nardis dba Nardis Public Safety	Under Armour price list	15%	Yes
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Venustiano Martinez dba T9 Sports	Uniform Warehouse Catalog	5%	No
Uniforms Today, LLC	Uniforms Today Catalog	12%	Yes
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No
Federal Eastern International, LLC	Vertx price list	31%	Yes

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9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
GT Distributors, Inc.	Vertx price list	15%	No
M-Pak, Inc.	Vertx price list	15%	No
Nardis dba Nardis Public Safety	Vertx price list	15%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Global Trading, Inc.	WORKRITE Catalog	26%	No
GT Distributors, Inc.	Workwear Outfitters price list	17%	Yes
Global Trading, Inc.	YUPOONG Catalog	26%	No
M-Pak, Inc.	Zero 9 price list	20%	No

10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Nardis dba Nardis Public Safety	5.11 price list	15%	No
WEBB'S UNIFORMS LLC	5.11 price list	0%	No
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Nardis dba Nardis Public Safety	Alpha Broder price list	15%	Yes
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No

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10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
Global Trading, Inc.	AVENGER Catalog	26%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	No
Global Trading, Inc.	BATES Catalog	26%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No
Nardis dba Nardis Public Safety	BELLEVILLE price list	15%	No
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Nardis dba Nardis Public Safety	BLAUER price list	15%	Yes
Wicked Stinger Media LLC	Blue Generation price list	20%	Yes
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No

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10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Charm-Tex	Charm-Tex Catalog	15%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing price list	5%	Yes
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Uniforms Today, LLC	Dickies price list	12%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No

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10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	EDWARDS Catalog	26%	No
Nardis dba Nardis Public Safety	EDWARDS GARMENT price list	15%	Yes
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Nardis dba Nardis Public Safety	FLYING CROSS price list	15%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Nardis dba Nardis Public Safety	HERO'S PRIDE price list	15%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No

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10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Maxari Energy LLC	Maxari Maintenance Uniforms price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Global Trading, Inc.	MERRELL Catalog	26%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No
Global Trading, Inc.	MP-WWOF Catalog	26%	No
North America Fire Equipment Co., Inc dba NAFECO	NAFECO (apparel only) price list	15%	Yes
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No

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10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Wicked Stinger Media LLC	Portwest price list	20%	Yes
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No
Nardis dba Nardis Public Safety	PROPPER price list	15%	No
WEBB'S UNIFORMS LLC	PROPPER price list	0%	No
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Uniforms Today, LLC	RedKap price list	12%	Yes
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No

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10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Nardis dba Nardis Public Safety	SanMar price list	15%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Global Trading, Inc.	SPIEWAK Catalog	26%	No
Nardis dba Nardis Public Safety	SPIEWAK price list	15%	Yes
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No

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10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Concourse Team Express LLC	Team Express price list	20%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Nardis dba Nardis Public Safety	THOROGOOD price list	15%	Yes
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Nardis dba Nardis Public Safety	UNDER ARMOUR price list	15%	Yes
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Global Trading, Inc.	WORKRITE Catalog	26%	No
M-Pak, Inc.	Workwear Outfitters price list	25%	Yes
Global Trading, Inc.	YUPOONG Catalog	26%	No

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11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Nardis dba Nardis Public Safety	ALPHA BRODER price list	15%	Yes
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
Global Trading, Inc.	AVENGER Catalog	26%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	No
Global Trading, Inc.	BATES Catalog	26%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No
Global Trading, Inc.	BIANCHI Catalog	12%	No

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11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Wicked Stinger Media LLC	Blue Generation price list	20%	Yes
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Charm-Tex	Charm-Tex Catalog	15%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing price list	5%	Yes
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
Dance Time, LLC	Dance Time Catalog	0%	No

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11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No
Uniforms Today, LLC	Edwards price list	12%	No
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No

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11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	GILDAN Catalog	26%	No
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
The Happy Chef, Inc.	Happy Chef Uniforms price list	0%	Yes
Global Trading, Inc.	HARRITON Catalog	26%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Nardis dba Nardis Public Safety	HERO'S PRIDE price list	15%	No
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Maxari Energy LLC	Maxari Food Service Uniforms price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Global Trading, Inc.	MERRELL Catalog	26%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No
Global Trading, Inc.	MP-WWOF Catalog	26%	No

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11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
North America Fire Equipment Co., Inc dba NAFECO	NAFECO (apparel only) price list	15%	Yes
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Wicked Stinger Media LLC	Portwest price list	20%	Yes
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No
Global Trading, Inc.	PUMA Catalog	26%	No

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11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Nardis dba Nardis Public Safety	SANMAR price list	15%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Global Trading, Inc.	SPIEWAK Catalog	26%	No
WEBB'S UNIFORMS LLC	SPORT TEK	0%	No
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Nardis dba Nardis Public Safety	THOROGOOD price list	15%	Yes
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Uniforms Today, LLC	Uncommon Threads price list	12%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

11. Discount (%) off catalog/price list for **Purchase of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	WORKRITE Catalog	26%	No
M-Pak, Inc.	Workwear Outfitters price list	25%	Yes
Global Trading, Inc.	YUPOONG Catalog	26%	No

12. Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
Global Trading, Inc.	AVENGER Catalog	26%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	No
Global Trading, Inc.	BATES Catalog	26%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

12. Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Charm-Tex	Charm-Tex Catalog	15%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing price list	5%	Yes
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No

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For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

12. Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
WEBB'S UNIFORMS LLC	DICKIES price list	0%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No

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For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

12. Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Galls, LLC	Galls price list	15%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms	Got You Covered Uniforms price list	15%	Yes
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Maxari Energy LLC	Maxari Medical Uniforms price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Global Trading, Inc.	MERRELL Catalog	26%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

12. Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	MP-WWOF Catalog	26%	No
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

12. Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
M-Pak, Inc.	SanMar price list	20%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	Yes

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

12. Discount (%) off catalog/price list for **Purchase of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	SPIEWAK Catalog	16%	No
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Uniforms Today, LLC	Wonderwink price list	12%	Yes
Global Trading, Inc.	WORKRITE Catalog	26%	No
Global Trading, Inc.	YUPOONG Catalog	26%	No

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For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Nardis dba Nardis Public Safety	ALPHA BRODER price list	15%	Yes
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
America Team Sports LLC dba America Team Sports	America Team Sports price list	40%	Yes
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
Venustiano Martinez dba T9 Sports	Augusta Catalog	5%	No
Global Trading, Inc.	AVENGER Catalog	26%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	No
Global Trading, Inc.	BATES Catalog	26%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Nardis dba Nardis Public Safety	BLAUER price list	15%	Yes
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Joy Products of California, Inc. dba Coastal Enterprises	Coastal Enterprises price list	10%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing price list	5%	Yes
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No
Global Trading, Inc.	CORNERSTONE Catalog	26%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No
Nardis dba Nardis Public Safety	EDWARDS GARMENT price list	15%	Yes
Uniforms Today, LLC	Edwards price list	12%	No
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Galls, LLC	Galls price list	15%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	No
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms	Got You Covered Uniforms price list	15%	Yes
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Maxari Energy LLC	Maxari Business Uniforms price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Global Trading, Inc.	MERRELL Catalog	26%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No

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13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	MOCEAN Catalog	26%	No
Global Trading, Inc.	MP-WWOF Catalog	26%	No
North America Fire Equipment Co., Inc dba NAFECO	NAFECO (apparel only) price list	15%	Yes
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
WEBB'S UNIFORMS LLC	PORT AUTHORITY price list	0%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No

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13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	PROPPER Catalog	26%	No
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
M-Pak, Inc.	SanMar price list	20%	No
Nardis dba Nardis Public Safety	SANMAR price list	15%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Global Trading, Inc.	SPIEWAK Catalog	26%	No
WEBB'S UNIFORMS LLC	SPORT TEK price list	0%	No
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Concourse Team Express LLC	Team Express price list	20%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Nardis dba Nardis Public Safety	THOROGOOD price list	15%	Yes
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

13. Discount (%) off catalog/price list for **Purchase of Business/Career Apparel Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	VERTX Catalog	31%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Global Trading, Inc.	WORKRITE Catalog	26%	No
Global Trading, Inc.	YUPOONG Catalog	26%	No

14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Uniforms Today, LLC	A+ Apparel price list	12%	No
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	Yes
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
America Team Sports LLC dba America Team Sports	America Team Sports price list	40%	Yes
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
Global Trading, Inc.	AVENGER Catalog	26%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes

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14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BATES Catalog	26%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Wicked Stinger Media LLC	Blue Generation price list	20%	Yes
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Joy Products of California, Inc. dba Coastal Enterprises	Coastal Enterprises price list	10%	No
Global Trading, Inc.	COBMEX Catalog	16%	No

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14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing price list	5%	Yes
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No

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14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
WEBB'S UNIFORMS LLC	FRENCH TOAST price list	0%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	No
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No

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14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	MERRELL Catalog	16%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No
Global Trading, Inc.	MP-WWOF Catalog	26%	No
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Uniforms Today, LLC	Port Authority price list	12%	Yes
WEBB'S UNIFORMS LLC	PORT AUTHORITY price list	0%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No

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14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Venustiano Martinez dba T9 Sports	S&S Activewear Catalog	5%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No

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14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	SKECHERS Catalog	21%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Global Trading, Inc.	SPIEWAK Catalog	26%	No
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Concourse Team Express LLC	Team Express price list	20%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No

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14. Discount (%) off catalog/price list for **Purchase of Student Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Global Trading, Inc.	WORKRITE Catalog	26%	No
Global Trading, Inc.	YUPOONG Catalog	26%	No

15. Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Buyathread LLC dba Scribbles	Ariat price list	0%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
Global Trading, Inc.	AVENGER Catalog	26%	No
Global Trading, Inc.	BATES Catalog	26%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No

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15. Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No
Global Trading, Inc.	BULWARK Catalog	26%	No
Uniforms Today, LLC	Bulwark price list	12%	Yes
WEBB'S UNIFORMS LLC	BULWARK price list	0%	No
Buyathread LLC dba Scribbles	Bulwark price list	0%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No

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15. Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	No
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	No
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes

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15. Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms	Got You Covered Uniforms price list	15%	Yes
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Maxari Energy LLC	Maxari Arc Rated / FR Uniforms price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Global Trading, Inc.	MERRELL Catalog	26%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No
Global Trading, Inc.	MP-WWOF Catalog	26%	No

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15. Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
North America Fire Equipment Co., Inc dba NAFECO	NAFECO (apparel only) price list	15%	Yes
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Wicked Stinger Media LLC	Portwest price list	20%	Yes
Uniforms Today, LLC	Portwest price list	12%	No
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No

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15. Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No

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15. Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	SPIEWAK Catalog	26%	No
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No
Venustiano Martinez dba T9 Sports	Vestis Catalog	5%	No
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Global Trading, Inc.	WORKRITE Catalog	26%	No
WEBB'S UNIFORMS LLC	WORKRITE OUTFITTERS price list	0%	No
Maryland Fire Equipment Corporation	Workwear Outfitters price list	15%	Yes
M-Pak, Inc.	Workwear Outfitters price list	25%	Yes
Global Trading, Inc.	YUPOONG Catalog	26%	No

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

16. Discount (%) off catalog/price list for **Purchase of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No
Global Trading, Inc.	AVENGER Catalog	26%	No
Global Trading, Inc.	BATES Catalog	26%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

16. Discount (%) off catalog/price list for **Purchase of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Charm-Tex	Charm-Tex Catalog	15%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

16. Discount (%) off catalog/price list for **Purchase of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

16. Discount (%) off catalog/price list for **Purchase of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Maxari Energy LLC	Maxari Industrial Towels price list	0%	No
WEBB'S UNIFORMS LLC	MCARTHUR TOWELS price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Global Trading, Inc.	MERRELL Catalog	26%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No
Global Trading, Inc.	MP-WWOF Catalog	26%	No
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

16. Discount (%) off catalog/price list for **Purchase of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	No
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

16. Discount (%) off catalog/price list for **Purchase of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
Global Trading, Inc.	SPIEWAK Catalog	26%	No
Global Trading, Inc.	SPORT-TEK Catalog	26%	No
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

16. Discount (%) off catalog/price list for **Purchase of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Global Trading, Inc.	WORKRITE Catalog	26%	No
Global Trading, Inc.	YUPOONG Catalog	26%	No

17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	5.11 Catalog	26%	No
Nardis dba Nardis Public Safety	5.11 price list	15%	Yes
M-Pak, Inc.	5.11 Tactical price list	20%	Yes
Global Trading, Inc.	A4 Catalog	16%	No
Global Trading, Inc.	ADAMS Catalog	16%	No
Bankson Group LTD dba Alamo Tees & Advertising	Alamo Tees price list	0%	No
Nardis dba Nardis Public Safety	ALPHA BRODER price list	15%	Yes
Texas Music Festivals Enterprise, Inc	Alphabroder Catalog	10%	No
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Global Trading, Inc.	ALTAMA Catalog	16%	No
America Team Sports LLC dba America Team Sports	America Team Sports price list	40%	Yes
Global Trading, Inc.	AMERICAN APPREAL Catalog	16%	No
Global Trading, Inc.	ANVIL Catalog	16%	No
Global Trading, Inc.	ARIAT Catalog	26%	No
Global Trading, Inc.	ART CRAFT BELT COMPANY Catalog	16%	No
Global Trading, Inc.	ASP Catalog	16%	No
Global Trading, Inc.	ATLANCO - TRU SPEC Catalog	16%	No

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Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	AVENGER Catalog	26%	No
Pearison, Incorporated dba Band Shoppe, Superior Cheer, Superior Team	Band Shoppe Catalog	0%	Yes
Global Trading, Inc.	BATES Catalog	26%	No
Nardis dba Nardis Public Safety	BAYCO price list	15%	No
Global Trading, Inc.	BAYLY, INC. Catalog	16%	No
Global Trading, Inc.	BAYSIDE Catalog	26%	No
Global Trading, Inc.	BELLA & CANVAS Catalog	26%	No
Global Trading, Inc.	BELLEVIELLE Catalog	12%	No
Nardis dba Nardis Public Safety	BELLEVILLE price list	15%	Yes
Global Trading, Inc.	BIANCHI Catalog	12%	No
Global Trading, Inc.	BIG ACCSSORIES Catalog	26%	No
Big Star Branding, Inc.	Big Star Branding price list	25%	Yes
Global Trading, Inc.	BLACK DIAMOND- BOPS Catalog	12%	No
Global Trading, Inc.	BLACK HAWK Catalog	12%	No
Nardis dba Nardis Public Safety	BLACKINTON price list	15%	Yes
Global Trading, Inc.	BLAKLADER Catalog	12%	No
Global Trading, Inc.	BLAUER Catalog	5%	No
Nardis dba Nardis Public Safety	BLAUER price list	15%	Yes
Global Trading, Inc.	BOB BAKER COMPANY Catalog	20%	No
Global Trading, Inc.	BOSTON LEATHER Catalog	21%	No
Global Trading, Inc.	BROOKS BROTHERS Catalog	5%	No
Global Trading, Inc.	BULWARK Catalog	26%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	Yes

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17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Uniforms Today, LLC	Carhartt price list	12%	Yes
Global Trading, Inc.	CAROLINA BOOTS Catalog	26%	No
Global Trading, Inc.	CATERPILLAR Catalog	26%	No
Charm-Tex	Charm-Tex Catalog	15%	No
Global Trading, Inc.	CHEF DESIGNS-WWOF Catalog	26%	No
Joy Products of California, Inc. dba Coastal Enterprises	Coastal Enterprises price list	10%	No
Global Trading, Inc.	COBMEX Catalog	16%	No
Global Trading, Inc.	COBRA CAP Catalog	16%	No
Brian Cole dba Cole's Screen Printing	Cole's Screen Printing price list	5%	No
Global Trading, Inc.	COLUMBIA Catalog	16%	No
Global Trading, Inc.	CORE 365 Catalog	26%	No
Global Trading, Inc.	CORNERSTONE Catalog	26%	No
Dance Time, LLC	Dance Time Catalog	0%	No
Global Trading, Inc.	DANNER Catalog	31%	No
Global Trading, Inc.	DEVON & JONES Catalog	26%	No
Diadem Sports LLC	Diadem Sports (Apparel Only) price list	40%	No
Global Trading, Inc.	DICKIES Catalog	26%	No
Global Trading, Inc.	DISTRICT Catalog	26%	No
Global Trading, Inc.	DRI DUCK Catalog	26%	No
Global Trading, Inc.	DUNBROOKE Catalog	18%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Global Trading, Inc.	DUTYMAN Catalog	18%	No
Global Trading, Inc.	EDDIE BAUER Catalog	26%	No
Global Trading, Inc.	EDWARDS Catalog	26%	No

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17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis dba Nardis Public Safety	EDWARDS GARMENT price list	15%	Yes
WEBB'S UNIFORMS LLC	ELBECO price list	0%	No
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Nardis dba Nardis Public Safety	FIRST TACTICAL price list	15%	Yes
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Nardis dba Nardis Public Safety	FLYING CROSS price list	15%	Yes
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms	Got You Covered Uniforms price list	15%	Yes
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Nardis dba Nardis Public Safety	GOULD AND GOODRICH price list	15%	Yes
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No

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17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No
Nardis dba Nardis Public Safety	HERO'S PRIDE price list	15%	Yes
Global Trading, Inc.	HORACE SMALL Catalog	35%	No
Global Trading, Inc.	IRONAGE Catalog	26%	No
Global Trading, Inc.	IRONWEAR Catalog	16%	No
Global Trading, Inc.	JERZEES Catalog	26%	No
Global Trading, Inc.	KEEN Catalog	26%	No
Global Trading, Inc.	KNAPP Catalog	26%	No
Global Trading, Inc.	LACROSSE Catalog	26%	No
Global Trading, Inc.	LIBERTY Catalog	26%	No
Global Trading, Inc.	LION Catalog	16%	No
Maxari Energy LLC	Maxari Other Work Uniforms price list	0%	No
Global Trading, Inc.	MCR SAFETY Catalog	16%	No
Global Trading, Inc.	MERRELL Catalog	26%	No
Global Trading, Inc.	MIDWAY Catalog	26%	No
Global Trading, Inc.	MOCEAN Catalog	26%	No
Global Trading, Inc.	MP-WWOF Catalog	26%	No
North America Fire Equipment Co., Inc dba NAFECO	NAFECO price list	15%	Yes
Global Trading, Inc.	NAUTILUS Catalog	26%	No
Global Trading, Inc.	NEBO Catalog	26%	No
Global Trading, Inc.	NEESE Catalog	26%	No
Global Trading, Inc.	NEW ERA Catalog	26%	No

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17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	Next Level Catalog	26%	No
Global Trading, Inc.	NSA-WWOF Catalog	26%	No
Global Trading, Inc.	NUNN BUSH Catalog	26%	No
Global Trading, Inc.	OCCUNOMIX INTERNAT LLC Catalog	26%	No
Global Trading, Inc.	OGIO Catalog	26%	No
Global Trading, Inc.	ORIGINAL SWAT Catalog	26%	No
Global Trading, Inc.	ORIGINAL WATERMAN Catalog	26%	No
Global Trading, Inc.	OTTO INTERNATIONAL, INC Catalog	26%	No
Global Trading, Inc.	PERFECT FIT Catalog	26%	No
Global Trading, Inc.	PINNACLE Catalog	26%	No
Global Trading, Inc.	PORT & COMPANY Catalog	26%	No
Global Trading, Inc.	PORT AUTHORITY Catalog	26%	No
Global Trading, Inc.	PORTWEST Catalog	26%	No
Global Trading, Inc.	PROFEET UNIFORM Catalog	26%	No
A-Z Specialties dba Proforma A-Z Specialties	Proforma A-Z Specialties price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
Global Trading, Inc.	PROPPER Catalog	26%	No
Nardis dba Nardis Public Safety	PROPPER price list	15%	Yes
Global Trading, Inc.	PUMA Catalog	26%	No
Global Trading, Inc.	RADIANS Catalog	26%	No
Rain Ponchos Plus	Rain Ponchos Plus	0%	Yes
Global Trading, Inc.	REDBACK BOOTS Catalog	26%	No
Global Trading, Inc.	REDKAP Catalog	26%	No
Global Trading, Inc.	REEBOK (OCCUPATIONAL) Catalog	31%	No

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17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	REFLECTIVE APPAREL Catalog	26%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Global Trading, Inc.	RIDGE Catalog	26%	No
Global Trading, Inc.	ROCKPORT Catalog	26%	No
Global Trading, Inc.	ROCKY Catalog	26%	No
Global Trading, Inc.	ROTHCO Catalog	26%	No
Global Trading, Inc.	SAFARILAND ARMOUR Catalog	16%	No
Global Trading, Inc.	SAFARILAND Catalog	16%	No
Global Trading, Inc.	SALOMON Catalog	21%	No
Global Trading, Inc.	SAMUEL BROOME UNIFORM ACCESSOR Catalog	26%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	No
Buyathread LLC dba Scribbles	SanMar Catalog	0%	No
Nardis dba Nardis Public Safety	SANMAR price list	15%	No
Global Trading, Inc.	SHOE CORP Catalog	21%	No
Global Trading, Inc.	SKECHERS Catalog	21%	No
Global Trading, Inc.	SMITH AND WARREN Catalog	16%	No
Nardis dba Nardis Public Safety	SMITH AND WARREN price list	15%	Yes
Global Trading, Inc.	SNAP-N- WEAR Catalog	16%	No
Lugra Inc dba Specialty Advertisers	Specialty Advertisers price list	8%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	Yes
Global Trading, Inc.	SPIEWAK Catalog	26%	No
Nardis dba Nardis Public Safety	SPIEWAK price list	15%	Yes
Global Trading, Inc.	SPORT-TEK Catalog	26%	No

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17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	SPYDER Catalog	26%	No
Global Trading, Inc.	STREAMLIGHT Catalog	16%	No
Nardis dba Nardis Public Safety	STREAMLIGHT price list	15%	No
Nardis dba Nardis Public Safety	STRONG LEATHER price list	15%	Yes
Global Trading, Inc.	TACT SQUAD Catalog	26%	No
Global Trading, Inc.	TEAM 365 Catalog	26%	No
Concourse Team Express LLC	Team Express price list	20%	Yes
Texas Motion Sports LLC	Texas Motion Sports Catalog	0%	No
Global Trading, Inc.	THOROGOOD Catalog	26%	No
Nardis dba Nardis Public Safety	THOROGOOD price list	15%	Yes
Global Trading, Inc.	TIE-DYE Catalog	26%	No
Global Trading, Inc.	TRIDRI Catalog	26%	No
Nardis dba Nardis Public Safety	TRU SPEC price list	15%	Yes
Tuxedo Connect LLC dba Tuxedo Connect	Tuxedo Connect price list	25%	No
Global Trading, Inc.	TWESITEDX Catalog	26%	No
Global Trading, Inc.	ULTRA CLUB Catalog	26%	No
Global Trading, Inc.	UNCLE MIKE Catalog	16%	No
Global Trading, Inc.	UNDER ARMOUR Catalog	16%	No
Nardis dba Nardis Public Safety	UNDER ARMOUR price list	15%	Yes
Global Trading, Inc.	UNIFORM ADVANTAGE Catalog	21%	No
Global Trading, Inc.	V.H. BLACKINTON & CO., INC. Catalog	21%	No
Global Trading, Inc.	VERTX Catalog	31%	No
Nardis dba Nardis Public Safety	VERTX price list	15%	Yes
WEBB'S UNIFORMS LLC	WEBB'S UNIFORM price list	0%	Yes

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17. Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	WOLVERINE Catalog	26%	No
Global Trading, Inc.	WORKRITE Catalog	26%	No
Global Trading, Inc.	YUPOONG Catalog	26%	No

18. Discount (%) off catalog/price list for **Rental of Public Safety** (police, fire, EMS, security, etc.) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes
Venustiano Martinez dba T9 Sports	Uniform Warehouse Catalog	5%	No

19. Discount (%) off catalog/price list for **Rental of Custodial and Maintenance Uniforms** (Industrial Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

19. Discount (%) off catalog/price list for **Rental of Custodial and Maintenance Uniforms** (Industrial Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes

20. Discount (%) off catalog/price list for **Rental of Food Service Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes

21. Discount (%) off catalog/price list for **Rental of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

21. Discount (%) off catalog/price list for **Rental of Medical and Nursing Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes

22. Discount (%) off catalog/price list for **Rental of Business/Career Apparel Uniforms** (Executive Shirt and Pant; long and short sleeve; various colors/styles, 100% cotton/synthetic blend), **Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Venustiano Martinez dba T9 Sports	Augusta Catalog	5%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporaton Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

23. Discount (%) off catalog/price list for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes
Venustiano Martinez dba T9 Sports	Vestis Catalog	5%	No

24. Discount (%) off catalog/price list for **Rental of Industrial Towels.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

25. Discount (%) off catalog/price list for **Rental of Industrial Mats** (various sizes and colors, with or without logo).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes

26. Discount (%) off catalog/price list for **Rental of Industrial Mop Service**.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporation Catalog	40%	Yes
Venustiano Martinez dba T9 Sports	Vestis Catalog	5%	No

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

27. Discount (%) off catalog/price list for **Add-ons/Fees for Uniform Rental Agreements**.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporate Catalog	40%	Yes

28. Discount (%) off catalog/price list for **Rental of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
Venustiano Martinez dba T9 Sports	Augusta Catalog	5%	No
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporate Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

29. Discount (%) off catalog/price list for **Rental of All Other Industrial Uniforms, Related Products, Supplies and Accessories not listed above.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Venustiano Martinez dba T9 Sports	Alsco Catalog	5%	No
Alsco Inc. dba Alsco Uniforms	Alsco price list	25%	Yes
C & G Sporting Goods, LLC dba Barefoot Athletics, Barefoot Campus Outfitter	C&G Sporting Goods price list	0%	No
Dance Time, LLC	Dance Time Catalog	0%	No
International Apparel Warehouse Inc. dba Duratex Apparel	Duratex Apparel price list	5%	No
Ostos LLC dba Proforma Diversified Corporate Solutions	Proforma Catalog	20%	No
ARTS International Festivals and Travel LLC	RGV Mariachi Warehouse price list	0%	No
Geneologie, LLC dba Cyan Creative	SanMar Catalog	35%	No
Dhanirama LLC dba Career Uniforms	Spectrum Uniforms Catalog	10%	No
UniFirst Holding, Inc.	UniFirst Corporate Catalog	40%	Yes

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 M.K. Faulk

Signature of vendor doing business with the governmental entity

08/13/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that 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 that 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 that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY COUNCIL MEETING 9. d.

Meeting Date: 09/10/2026
Subject: Consider an ordinance authorizing the award of the Sulfur Dioxide contract to PVS DX Inc
Prepared for: Sterling Beaver, Public Works/Engineering/BAWA, Utilities
Prepared by: Nubia Rodriguez, Finance
Department: Public Works/Engineering/BAWA

Information

ITEM

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

PREFACE

This proposed ordinance authorizes the award of the Sulfur Dioxide Contract with PVS DX Inc, for an amount not to exceed $244,640 for fiscal year 2027. Bid IFB 26-0514 was opened at City Hall on May 19, 2026, at 2:00pm. The city received responses from one (1) company. After evaluating the received bid, PVS DX Inxc was selected as the best value for the City. Sulfur Dioxide is used within the four (4) treatment plants for dechlorination of wastewater discharge. The total not to exceed amount for the three-year term of the agreement is $733,920.00. The annual appropriation for FY 2027 is $244,640. Subsequent years' payments are subject to annual appropriation by the City Council. No obligation exists beyond current appropriations.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	51003170-52030
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	Y
Amount Needed:	$244,640.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Awarding Annual Sulfur Dioxide Agreement
Indebtedness Certification

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.

****

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 Annual Sulfur Dioxide Contract to be received May 19, 2026; and

WHEREAS, notice to bidders as to the time and place, when and where the contract would be let was published pursuant to the provisions of Chapter 252 of the Texas Local Government Code; and

WHEREAS, all bids were opened and publicly read at Baytown City Hall at 2:00 p.m., Tuesday, May 19, 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 PVS DX, Inc., for the Annual Sulfur Dioxide Contract in an amount not to exceed SEVEN HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS ($733,920.00) and authorizes payment thereof over the term of the contract.

Section 2: That the total not to exceed amount for the three-year term of the agreement is $ SEVEN HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS ($733,920.00). The annual appropriation for FY 2027 is an amount not exceed TWO HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED FORTY AND NO/100 DOLLARS ($244,640.00). Subsequent years' payments are subject to annual appropriation by the City Council. No obligation exists beyond current appropriations.

Section 3: 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 an Agreement for the Purchase of Sulfur Dioxide with PVS DX, Inc. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 4: 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 5: 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 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2026-09-10\Ord-Awarding Annual Sulfur Dixode Contract to PVS DX.kh.docx

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Sulfur Dioxide

Company Name: PVS DX INC

Department: Wastewater Treatment Plants

Date: 08/13/2026 **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.

Teresa McKeand — 08/13/2026

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 9. e.

Meeting Date: 09/10/2026
Subject: Consider an ordinance awarding the Annual Tire & Tube Contract
Prepared for: Teresa McKenzie, Finance **Prepared by:** Nubia Rodriguez, Finance
Department: Finance

Information

ITEM

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

PREFACE

This proposed ordinance authorizes the award of the Annual Tire & Tube Contract to The Goodyear Tire and Rubber Company for an amount not to exceed $230,000.00 utilizing the cooperative BuyBoard, Contract 729-24. Purchasing tires directly from Goodyear affords the City a discount of up to 60% on our most used tires.

Fiscal Impact

Fiscal Year:	FY 27
Acct Code:	10002021-53006
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	Y
Amount Needed:	$45,000.00
Fiscal Impact (Additional Information):	

Fiscal Year:	FY27
Acct Code:	10002013-53006
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	Y
Amount Needed:	$50,000.00
Fiscal Impact (Additional Information):	

Fiscal Year:	FY27
Acct Code:	6100-16103
Source of Funds (Operating/Capital/Bonds):	
Funds Budgeted Y/N:	Y
Amount Needed:	$135,000.00
Fiscal Impact (Additional Information):	

Attachments

Ordinance Awarding Annual Tire and Tube Contract to Goodyear via BuyBoard
Indebtedness Certification

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.

****

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 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 (BuyBoard).

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 10th day of September, 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: Tire and Tube Contract

Company Name: Goodyear Tire

Department: Finance

Date: 08/25/2026 **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.

Teresa McKeever — 08/25/2026

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 9. f.

Meeting Date: 09/10/2026
Subject: Renewal of Interlocal Agreement with the Texas Municipal League IRP
Prepared for: Joey Lopez, Human Resources **Prepared by:** Ava Hudnall, Human Resources
Department: Human Resources

Information

ITEM

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.

PREFACE

This ordinance authorizes payment to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) in an amount not to exceed $2,270,104.00 for insurance contributions to include all property/liability lines of coverage and deductibles. This represents an increase of 6% in the policy compared to the Fiscal Year 2026 policy and coverage. This is due to experience modifiers/losses, an increase in number/value of vehicles, equipment and buildings covered, and general inflation.

TMLIRP is the administrator of the City of Baytown's (the "City") property and casualty insurance lines of business to include: property - both real and personal, flood, general liability, automobile, crime, errors and omissions, animal mortality, mobile equipment, boiler and machinery, and law enforcement liability. TMLIRP has worked as a partner with the City to assist in managing these insurance lines through the Intergovernmental Risk Pool's interlocal agreement for over twenty years.

Fiscal Impact

Fiscal Year: 2027
Acct Code: 10001099-54032
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $44,359.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54033
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $87,427.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54035
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $71,515.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54036

Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $457,863.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54037
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $350,787.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54039
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $63,390.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54041
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $759,679.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54042
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $284,718.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54043
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $4,390.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54045
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $5,976.00
Fiscal Impact (Additional Information):

Fiscal Year: 2027
Acct Code: 10001099-54034
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $140,000.00
Fiscal Impact (Additional Information):

Attachments

Ord-Authorizing Renewal of ILA with TMLIRP FY 26-27.vh
TML Rerate Summary

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.

****

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the renewal of the Interlocal Agreement with Texas Municipal League for the Annual Property and Casualty Insurance Program.

Section 2: The City Council hereby authorizes payment to the Texas Municipal League 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.

Section 3: 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 Texas Municipal League to such decrease.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

Baytown

2026-27 Rerate Summary

Liability

	Current	New	Change
Experience Modifier	*0.67*	*0.70*	*3%*
General Liability	*$43,272*	*$44,359*	*3% ($1,087)*
Law Enforcement Liability	*$93,153*	*$87,427*	*-6% ($5,726)*
Errors & Omissions	*$73,527*	*$71,515*	*-3% ($2,012)*
Auto Liability	*$440,942*	*$457, 863*	*4% ($16,921)*
Auto Physical Damage	*$325,469*	*$350,787*	*8% ($25,318)*
Total Contribution	**$976,363**	**$1,011,951**	**4% ($35,588)**

Rate Changes

- *General Liability – No rate change*
- *Law Enforcement Liability – 5% decrease*
- *Errors & Omissions – 5% decrease*
- *Auto Liability – No rate change*
- *Auto Physical Damage – 5% increase*

Property

	Current	New	Change
Surcharge	*0%*	*0%*	*No change*
Real & Personal Property	*$688,156*	*$759,679*	*10% ($71,523)*
Flood	*$271,774*	*$284,718*	*5% ($12,944)*
Animal Mortality	*$5,895*	*$5,976*	*1% ($81)*
Mobile Equipment	*$58,525*	*$63,390*	*8% ($4,865)*
Crime	*$4,390*	*$4,390*	*No Change*
Total Contribution	*$1,028,740*	*$1,118,153*	*9% ($89,413)*

Rate Changes

- *Real & Personal Property (Non-Municipalities) – 2% increase*
- *Real & Personal Property (Municipalities) – No rate change*
- *Inflationary Factor (Buildings & Contents) – 5% increase*
- *Boiler & Machinery – 5% increase*
- *Mobile Equipment – No rate change*

Total Contribution

	Current	New	Change
Liability	*$976,363*	*$1,011,951*	*4% ($35,588)*
Property	*$1,028,740*	*$1,118,153*	*9% ($89,413)*
Total Contribution	**$2,005,103**	**$2,130,104**	**6% ($125,001)**

Questions or Concerns:

Cheryl Nixon, CPCU
Risk Services Manager
Direct: (512) 491-2482
Main: (512) 491-2300
cnixon@tmlirp.org

CITY COUNCIL MEETING 9. g.

Meeting Date: 09/10/2026

Subject: Consider a resolution authorizing Alliant Insurance Services, Inc., as broker, to place the City's Workers' Compensation Excess Coverage with AmTrust/Wesco Insurance Company.

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

Department: Human Resources

Information

ITEM

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

PREFACE

This proposed ordinance authorizes Alliant Insurance Services, Inc. as broker, to place the City's Workers' Compensation Excess Coverage with AmTrust/Wesco Insurance Company, for a two-year agreement, in an amount not to exceed $256,350.00. The State of Texas Department of Insurance requires the use of a broker when placing Workers' Compensation Excess coverage; it may not be purchased directly. The change in carriers from MidWest Employers Casualty Company will allow a reduction in cost, resulting in $44,918.00 in savings (a decrease of 15% in premium costs). The City is self-insured and assumes the cost of employees' work-related injuries. This excess policy limits the City's out-of-pocket cost for all work-related injuries occurring during the policy term.

Fiscal Impact

Fiscal Year: 2027
Acct Code: 64006052-55001
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $128,175.00
Fiscal Impact (Additional Information):

Fiscal Year: 2028
Acct Code: 64006052-55001
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: $128,175.00
Fiscal Impact (Additional Information):

Attachments

Ord-Authorizing Alliant to place Worker Comp Excess Coverage with AmTrust Wesco.vh
Affidavit of Ownership - Alliant
Government Code Verification
1295 Form - Alliant
Alliant COI - 1
Alliant COI - 2
Renewal Agreement - Alliant_Broker
WC Excess Coverage Proposal
Indebtedness Certification

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.

****

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 Alliant Insurance Services, Inc., as broker, to place the City's Workers' Compensation Excess Coverage for a two-year contract with AmTrust/Wesco Insurance Company.

Section 2: That the City Council of the City of Baytown authorizes payment in an amount not to exceed TWO HUNDRED FIFTY-SIX THOUSAND, THREE HUNDRED FIFTY AND NO/100 DOLLARS ($256,350.00) for the services and coverage associated with the City's Excess Workers' Compensation Insurance Program authorized in Section 1 hereof.

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 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

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

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

STATE OF TEXAS §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CARLEEN PATTERSON **[FULL NAME]** (hereinafter "Affiant"), SENIOR VICE PRESIDENT **[STATE TITLE/CAPACITY WITH CONTRACTING ENTITY]** of ALLIANT INSURANCE SERVICES, INC. **[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]** ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

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

2. Contracting Entity seeks to do business with the City in connection with Insurance Broker Services **[DESCRIBE PROJECT OR MATTER]** which is expected to be in an amount that exceeds $50,000.

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

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

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

_____

_____

_____

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

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

Contracting Entity

Name: ALLIANT INSURANCE SERVICES, INC.

Business Address [NO./STREET] 16000 N. DALLAS PKWY, SUITE 850

[CITY/STATE/ZIP CODE] DALLAS, TX 75248

Telephone Number (214) 273-3117

Email Address [OPTIONAL] CARLEEN.PATTERSON@ALLIANT.COM

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

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

Name: NONE

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

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

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

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

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

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

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 13th day of July, 2026

(Seal)

JOY SAUERESSIG
Notary ID #2065623
My Commission Expires
April 22, 2029

_____
Notary Public in and for the State of TEXAS

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

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

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, CARLEEN PATTERSON, the undersigned representative of ALLIANT INSURANCE SERVICES, INC. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
   b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 13TH day of JULY, 20 26.

ALLIANT INSURANCE SERVICES, INC.
Company Name

Signature

SENIOR VICE PRESIDENT
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Joy Saueressig, the undersigned notary public, on this day personally appeared Carleen Patterson, the Senior Vice President (Title) of Alliant Insurance Services, Inc. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 13th day of July, 20 26.

JOY SAUERESSIG
Notary ID #2065623
My Commission Expires
April 22, 2029

Joy Saueressig
Notary Public in and for the State of Texas

CCO 2023 V1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1487980

Date Filed:
07/13/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ALLIANT INSURANCE SERVICES, INC.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Baytown, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Broker Services
Insurance Broker Services Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Corbett, Thomas	Irvine, CA United States	X	
Zimmer, Greg	Irvine, CA United States	X	
Hurst, Ralph	Irvine, CA United States	X	
Alliant Holdings Intermediate, Inc.	Irvine, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carleen Patterson, and my date of birth is 09/04/1964.

My address is 1100 Constitution Dr., McKinney (city), TX (state), 75071 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 13th day of July (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ALLIHOL-01 MRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2026

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

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

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip 29th Fl New York, NY 10005	CONTACT NAME: michele.rodriguez@alliant.com PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: michele.rodriguez@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : AIG Specialty Insurance Co (Risk Specialists) — 26883R
INSURED Alliant Holdings, LP c/o Alliant Insurance Services, Inc. 18100 Von Karman Ave, 10th Floor, Irvine, CA 92612	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			016011121	12/15/2025	12/15/2026	Each Claim/Aggregate	10,000,000

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

This is a Claims Made Policy.

Evidence of insurance.

CERTIFICATE HOLDER

City of Baytown
Attn: Phillip Davis
2401 Market Street
Baytown TX 77520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2026

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

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

PRODUCER
Alliant Insurance Services, Inc.
560 Mission St., 6th Floor
San Francisco CA 94105

License#: 0C36861

CONTACT NAME: Heather Shoemaker Williams
PHONE (A/C, No, Ext): 628-502-2836 **FAX (A/C, No):**
E-MAIL ADDRESS: AlliantCorporateCerts@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Company	22667
INSURER C : ACE Fire Underwriters Insuranc	20702
INSURER D : Great Northern Insurance Compa	20303
INSURER E :	
INSURER F :	

INSURED
ALLIHOL-01
Alliant Holdings, L.P.
Alliant Insurance Services, Inc.
18100 Von Karman Ave., 10th Floor
Irvine CA 92612

COVERAGES **CERTIFICATE NUMBER:** 498870408 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			36053943	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73626536	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ n/a			78186770	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71756712 71832959	3/1/2026 3/1/2026	3/1/2027 3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation & Employers Liability Coverage consisting of the following programs:
71832959 (WC- WI), ACE Fire Underwriters Insurance Company (NAIC#20702), 3/1/2026-3/1/2027
71756712 (WC- All Other States, except monopolistic states of OH, WA, WY, ND - Stop Gap/Employers Liability coverage only.)

Evidence of Insurance.

Umbrella policy is excess follow form to underlying General Liability, Automobile Liability, and Employers Liability coverages.

CERTIFICATE HOLDER

City of Baytown
Attn: Phillip Davis
2401 Market Street
Baytown TX 77520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF BAYTOWN

HUMAN RESOURCES

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6692

July 9, 2026

Alliant Insurance Services, Inc.
Attn: Carleen Patterson
18100 Von Karman Ave.
10th Floor
Irvine, CA 92612

Re: Renewal of Agreement between Alliant Insurance Services, Inc. and the City of Baytown

Ms. Patterson,

Pursuant to the terms of the above Agreement entered into on October 1, 2024, between the City of Baytown and Alliant Insurance Services, Inc., this will serve to confirm the City's desire to exercise its third year under paragraph XIII. Term to renew the Agreement under the same terms and conditions. The renewal period shall begin on October 1, 2026 and shall expire on October 1, 2027.

If this is acceptable to you, please sign where indicated below, and return to us via email at ava.hudnall@baytown.org. Should you wish to discuss this matter in greater detail, please do not hesitate to contact me at 281-420-6523. Thank you for your cooperation and assistance.

Sincerely,

Joey Lopez
Director of Human Resources

AGREED:
Carleen Patterson/Alliant Insurance Services, Inc.

_____ JULY 13, 2026
(Signature) (Date)

CARLEEN PATTERSON
(Printed Name)

SENIOR VICE PRESIDENT
(Title)

City of Baytown

Excess Workers' Compensation and Employers Liability Insurance Proposal

Presented on: August 18, 2026

Alliant Insurance Services, Inc
18100 Von Karman Avenue 10th Floor
Irvine, CA 92612
O 949 756 0271
CA License No. 0C36861

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Executive Summary

We are pleased to present the City of Baytown's excess workers compensation proposal for the October 1, 2026-27 policy term. While workers compensation costs within retentions continue to rise, driven by increasing medical costs, aging work force, presumption claims, among others, the excess workers compensation market has remained competitive over the past few years, and in 2026, we saw additional carriers enter the marketplace, which further drives competition. Carriers have been offering multi-year rate commitments or multi-year policies and the City's expiring policy with Midwest Employers Casualty is a two-year policy. Multi-year policies provide budget certainty and insulate the City from any drastic market fluctuations.

As discussed during our renewal strategy, we agreed to market the program, taking advantage of competition in the market and ensuring the City's program remained competitive. We approached the incumbent as well as three other markets. During the renewal process, several claims had some adverse development which has impacted the results, however the City has several competitive options to consider.

Midwest has offered expiring terms and conditions, including the aggregate retention option. They've offered both one- and two-year policy options. They have also offered a specific-excess option that removes the aggregate retention. AmTrust has also offered both an aggregate and specific-excess option with two-year policy terms for both options. Safety National quoted a one-year specific excess option but was priced significantly higher than expiring, so we did not go back to seek additional options.

An aggregate retention is beneficial if the City is concerned about frequency issues as the most the City will pay within their retention for all losses in the policy term is the aggregate. If the City's only concern is severity, then the specific excess option, removing the aggregate, would provide a slight premium reduction. A summary of the market responses follow:

Coverage	Company	Response
Midwest (incumbent)	Midwest Employers Casualty Company	Quoted 1 year, 2 year options with and without aggregate retentions.
Arch	Arch	Declined due to the account size and loss history
Safety National	Safety National Casualty Corporation	Quoted 1 year option with no aggregate retention
AmTrust	Wesco Insurance Company	Quoted 1 year, 2 year options with and without aggregate retentions

After receiving the AmTrust quote, we advised Midwest of the competition and asked them for their best and final pricing. They were able to reduce their pricing an additional 10%,but cannot come down to the AmTrust pricing given the recent claims activity.

Midwest has been a stable, long-term partner while AmTrust is new to the excess workers' compensation market but has hired experienced underwriters. If the City values the relationship they've had with Midwest and the services offered, we recommend binding coverage with them. If budget and premium savings are of paramount concern, with less focus on available services, then we recommend the City bind coverage with AmTrust for additional premiums savings at a rate that is 22% below expiring pricing.

The various options, including terms, conditions, and pricing are summarized on the following below and on the following pages.

Premium Summary

Coverage	Expiring Midwest 2-Year Premium	Midwest Proposed 2-Year Renewal Premium	AmTrust Proposed 2-Year Renewal Premium
Excess Workers' Compensation and Employers Liability with Aggregate Limit *(as expiring)*	$301,268.00	$296,128.00	$256,350.00

Options

- **Midwest** Options
  - 1-Year Term with Aggregate Limit & Retention Option with $148,064.00 Premium.
  - 2-Year Term Specific Only Option with $292,416.00 Premium.
  - 1-Year Term Specific Only Option with $146,208.00 Premium.
- **Amtrust** Options
  - 2-Year Term Specific Only Option with $238,670.00 Premium.
- **Safety National** Option
  - 1-Year Term Specific Only Option with $185,632.00 Premium.

Named Insureds

Insured	Interest
City of Baytown Baytown Area Water Authority **Additional Named Insureds** Please refer to each part	**Additional Insureds** Please refer to each part

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Excess Workers' Compensation and Employers Liability

	Present Coverage - Midwest	Proposed Coverage - Midwest	Proposed Coverage - AmTrust	Proposed Coverage – Safety National
Insurance Company	**Midwest Employers Casualty Company**	**Midwest Employers Casualty Company**	**AmTrust/Wesco Insurance Company**	**Safety National Casualty Corporation**
A.M. Best Rating	A+ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of July 3, 2025	A+ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of June 25, 2026	A- (Excellent), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of October 10, 2025	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of November 19, 2025
Standard & Poor's Rating	AA- (Very Strong) as of February 25, 2026	AA- (Very Strong) as of February 25, 2026	Not Rated	A+ (Strong) as of February 24, 2026
Texas Status	Admitted	Admitted	Admitted	Admitted
Policy / Coverage Term	**October 1, 2024 to October 1, 2026**	**October 1, 2026 to October 1, 2028**	**October 1, 2026 to October 1, 2028**	**October 1, 2026 to October 1, 2027**
Coverage Form	Individual Self-Insured Excess Workers' Compensation and Employers Liability Indemnity Policy - EWC-ISI (2013)	Individual Self-Insured Excess Workers' Compensation and Employers Liability Indemnity Policy - EWC-ISI (2013)	Excess Insurance Policy for Self-Insurer of Workers' Compensation and Employers Liability Policy - XWC990000 1225	Per Policy
Limits				
Workers Compensation	Statutory	Statutory	Statutory	Statutory
Employers Liability	$ 1,000,000 Each Accident	$ 1,000,000 Each Accident	$ 1,000,000 Each Accident	$ 1,000,000 Per Occurrence
	$ 1,000,000 Each Disease	$ 1,000,000 Each Disease	$ 1,000,000 Each Disease	$ 1,000,000 Aggregate
	$ 1,000,000 Each Employee	$ 1,000,000 Each Employee	$ 1,000,000 Each Employee	

Excess Workers' Compensation and Employers Liability (continued)

	Present Coverage - Midwest	Proposed Coverage - Midwest	Proposed Coverage - AmTrust	Proposed Coverage – Safety National
Total Annual Payroll	$ 81,207,231 24-25 Term $ 80,677,540 25-26 Term $161,884,771 Total	$ 88,396,399 Estimated Annual Payroll (+9.57%)	$ 88,396,398 Estimated Annual Payroll	$ 88,396,399 Payroll
Rate per $100 of Payroll	0.1861	0.1675 (-9.99%)	0.1450 (-22.08%)	0.21 (+12.84%)
Self-Insured Retention	$ 750,000 7704 - Firefighters & Drivers	$ 750,000 7704 - Firefighters & Drivers	$ 750,000 Class Codes 7704	$ 750,000 7704
	$ 750,000 7720 - Police Officers & Drivers	$ 750,000 7720 - Police Officers & Drivers	$ 750,000 Class Codes 7720	$ 750,000 7720
	$ 600,000 All Other	$ 600,000 All Other	$ 600,000 All Other	$ 600,000 All Other
	$ 3,833,658 Aggregate – Minimum Retention	$ 4,144,745 Minimum Aggregate Retention	$ 4,198,829 Minimum Policy Period Aggregate Retention	
	$ 500,000 Aggregate – Loss Limitation	$ 500,000 Aggregate Loss Limitation	$ 600,000 Aggregate Loss Limitation - All Other	
			$ 750,000 Aggregate Loss Limitation - Class Codes 7704 & 7720	
Endorsement & Exclusions (including but not limited to)	• Amendment to Schedule Item 1 - CMB-1 (8-13) • Amendment to Schedule Item 6 –	• Amendment to Schedule Item 1 - CMB-1 (8-13) • Amendment to Schedule Item 6 –	• State Mandatory Endorsements • Broad Form All States – included in policy form under Section D.2.d	• Texas Mandatory Endorsement(s), If Applicable • Employers' Liability per Occurrence & Aggregate

Excess Workers' Compensation and Employers Liability (continued)

	Present Coverage - Midwest	Proposed Coverage - Midwest	Proposed Coverage - AmTrust	Proposed Coverage – Safety National
Endorsement & Exclusions – Continued (including but not limited to)	CMB-6-CLS (8-13) • Amendment to Schedule Item 11 - CMB-11 (8-13) • Group Transportation Endorsement – CMB-125 (8-13) • Foreign Endorsement - CMB-160 (8-13) • Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement – CMB-199 (1-20) • Aircraft Exclusion Endorsement – ISI-254-EXC (8-13) • Endemic Disease and Repatriation Endorsement – ISI-266 (8-13) • Texas Important Notice - CMB-TX (8-13) • Texas Endorsement – Governmental Entities - ISI-TX-A (10-16) • Texas Employers Liability Endorsement - CMB-TX-EL (8-13) • Two Year Policy Short Rate Table Endorsement - CMB-187 (8-13)	CMB-6-CLS (8-13) • Amendment to Schedule Item 11 - CMB-11 (8-13) • Group Transportation Endorsement – CMB-125 (8-13) • Foreign Endorsement - CMB-160 (8-13) • Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement – CMB-199 (1-20) • Aircraft Exclusion Endorsement – ISI-254-EXC (8-13) • Endemic Disease and Repatriation Endorsement – ISI-266 (8-13) • Texas Important Notice - CMB-TX (8-13) • Texas Endorsement – Governmental Entities - ISI-TX-A (10-16) • Texas Employers Liability Endorsement - CMB-TX-EL (8-13) • Two Year Policy Short Rate Table – CMB-187 (8-13) – *Only applies to 2-Year Term Options* • More than One Premium Adjustment –	• Voluntary Compensation – included in policy form under Section F.1 • Foreign Voluntary Compensation – included in policy form under section F.4	Maximum Limits of Liability – 0288 00 0908 (XWC) • Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity – 0467 02 1105 (XWC) • Terrorism Risk Insurance Program Reauthorization Act Endorsement – 6000 00 0121 (XWC) • Self-Insured Retention Per Occurrence – 0556 00 0495 (XWC) • Self-Insured Retention per Occurrence - Police Officers & Drivers – 0557 00 1092 (XWC)

Excess Workers' Compensation and Employers Liability (continued)

	Present Coverage - Midwest	Proposed Coverage - Midwest	Proposed Coverage - AmTrust	Proposed Coverage – Safety National
Endorsement & Exclusions – Continued (including but not limited to)	• More than One Premium Adjustment Endorsement - ISI-285 (8-13) • Privacy Notice – Adopted: July 1, 2001 • Mid-Term Endorsement	ISI-285 (8-13)- *Only applies to 2-Year Term Options*		
Additional Named Insureds	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Additional Insureds	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Minimum Premium	$ 271,141.00	$ 266,515.00	$ 243,532.00	Not Applicable
Option 1: **2 Year Term, with Aggregate** ***(As expiring)***	$ 292,230.00 Premium $ 9,038.00 TRIA Premium **$ 301,268.00 Total Cost**	$ 287,244.00 Premium $ 8,884.00 TRIA Premium **$ 296,128.00 Total Cost**	$ 256,350.00 Premium Included TRIA Premium **$ 256,350.00 Total Cost**	Not offered
Annual Installments	*$150,623 Estimated Annual Cost*	*$ 148,064.00 Annual Deposit Premium* *(-1.70%)*	*$ 128,175.00 Annual Deposit Premium* *(-20.77%)*	

Additional Options are included on the following pages:

Excess Workers' Compensation and Employers Liability (continued)

	Present Coverage - Midwest	Proposed Coverage - Midwest	Proposed Coverage - AmTrust	Proposed Coverage – Safety National
Option 2 **1-Year Term with Aggregate Limit & Retention Option:**				
	No Longer Applicable	$ 1,000,000 Aggregate Limit	Not offered	Not offered
		$ 2,302,616 Minimum Aggregate Retention		
		$ 500,000 Aggregate Loss Limitation		
		0.1675 Rate per $100 of Payroll		
		$ 133,258.00 Minimum Premium		
		$ 148,064.00 Deposit Premium		
		Total Cost Including TRIA $ 143,622.00 Premium $ 4,442.00 TRIA Premium **$ 148,064.00 Total Cost**		

Excess Workers' Compensation and Employers Liability (continued)

	Present Coverage - Midwest	Proposed Coverage - Midwest	Proposed Coverage - AmTrust	Proposed Coverage – Safety National
Option 3 **2-Year Term Specific Only Option:**				
		0.1654 Rate per $100 of Payroll	0.1350 Rate per $100 of Payroll	Not offered
		$ 263,174.00 Minimum Premium	$ 226,737.00 Minimum Premium	
		$ 146,208.00 Annual Deposit Premium	*$119,335.00 Annual Deposit Premium*	
		Total Cost Including TRIA $ 283,644.00 Premium $ 8,772.00 TRIA Premium **$ 292,416.00 Total Cost**	**Total Cost Including TRIA** $ 238,670.00 Premium Included TRIA Premium **$238,670.00 Total Cost**	
Option 4: **1-Year Term Specific Only Option:**				
		0.1654 Rate per $100 of Payroll	Not offered	0.21 Rate per $100 of Payroll
		$ 131,587.00 Minimum Premium		
		$ 146,208.00 Annual Deposit Premium		*$ 185,632.00 Annual Deposit Premium*
		Total Cost Including TRIA $ 141,822.00 Premium $ 4,386.00 TRIA Premium **$ 146,208.00 Total Cost**		**Total Cost Including TRIA** $185,632.00 Premium Included TRIA Premium (0.5%) **$185,632.00 Total Cost**

Excess Workers' Compensation and Employers Liability (continued)

	Present Coverage - Midwest	Proposed Coverage - Midwest	Proposed Coverage - AmTrust	Proposed Coverage – Safety National
Policy Auditable	Yes	Yes	Yes - Voluntary	Yes - Voluntary
Conditions	• Premium is due within 30 days of policy inception • Agency Bill • Payment Plan: Annual Installment	• Premium is due within 30 days of policy inception • Agency Bill • Payment Plan: Annual Installment • MECC must be notified of any aircraft changes occurring during the policy period.	• Premium is due within 30 days of policy inception • Agency Bill • Payment Plan: Annual Installments	• Premium is due within 30 days of policy inception • Agency Bill • Payment Plan: Annual
Quote Valid Until	No Longer Applicable	October 1, 2026	September 2, 2026	October 1, 2026
Binding Conditions	No Longer Applicable	• A written request to bind coverage • Signed TRIA Form.	A written request to bind coverage	A written request to bind coverage

See Disclaimer Page for Important Notices and Acknowledgement

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free
https://consumers.ambest.com/content.aspx?rec=261613
http://www.irmi.com/online/insurance-glossary/default.aspx

Request to Bind Coverage

City of Baytown

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Excess Workers' Compensation and Employers Liability	
• **Midwest** Options	
○ 2-Year Term with Aggregate Limit & Retention Option (As expiring)	☐
○ 1-Year Term with Aggregate Limit & Retention Option	☐
○ 2-Year Term Specific Only Option	☐
○ 1-Year Term Specific Only Option	☐
• **Amtrust** Options	
○ 2-Year Term with Aggregate Limit & Retention Option (As expiring)	☐
○ 2-Year Term Specific Only Option	X
• **Safety National** Option	
○ 1-Year Term Specific Only Option	☐

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Representative **Date**

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures/Disclaimers

FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Other Disclosures/Disclaimers (continued)

Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures/Disclaimers (continued)

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Our Service Team

Carleen C. Patterson	Senior Vice President
Phone:	214 273 3117
Email:	Carleen.Patterson@alliant.com

Rick Pray	Vice President
Phone:	415 733 7088
Email:	Rick.Pray@alliant.com

Scott McNea	Vice President
Phone:	214 273 3197
Email:	Scott.McNea@alliant.com

Elizabeth Gibbons	Account Manager
Phone:	949 660 8164
Email:	Elizabeth.Gibbons@alliant.com

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider a resolution authorizing Alliant Insurance Services, Inc., as broker, to place the City's Workers' Compensation Excess Coverage with AmTrust/Wesco Insurance Company.

Company Name: Alliant Insurance Services, Inc

Department: Human Resources

Date: 08/27/2026 **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.

Teresa McKee — 08/27/2026

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 9. h.

Meeting Date: 09/10/2026

Subject: Consider an ordinance authorizing payment to CorVel Corporation as the third-party administrator (TPA) of the City of Baytown's workers' compensation claims for year three of the three-year agreement.

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

Department: Human Resources

Information

ITEM

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

PREFACE

This proposed ordinance authorizes CorVel Corporation for third-party administrator (TPA) services to manage workers' compensation claims for employee injuries under the City's self-funded workers' compensation program not to exceed $50,000 for administrative fees during the third contract year of October 1, 2026 through September 30, 2027.

The City of Baytown uses the specialized knowledge, experience, and computer systems of a TPA to handle the City's self-funded workers' compensation claims, in accordance with the Texas Workers' Compensation Act. The TPA provides the direct and ancillary services needed to properly manage a workers' compensation claim, including impairment benefit calculation and payment, medical bill reviews, claim investigations, case management, audits and payments, appearance at Division of Workers' Compensation hearings, among other required services related to workers' compensation cases.

The City has elected to remain with CorVel Corporation. The City has been partnered with CorVel Corporation since 2019 for workers' compensation TPA services.

Fiscal Impact

Fiscal Year:	2027
Acct Code:	64006062-55001
Source of Funds (Operating/Capital/Bonds):	Operating
Funds Budgeted Y/N:	Y
Amount Needed:	$50,000.00

Fiscal Impact (Additional Information):

CorVel Annual Fee & Claim Fees

Attachments

Ord-Authorizing Payment to CorVel for Year 3 of TPA Claims Administration Services Agreement.vh
CorVel Gov. Code Verification
Affidavit of Ownership - CorVel
CorVel COI
Renewal Agreement
CorVel Contract
Indebtedness Certification

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.

****

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 not to exceed FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) to CorVel Corporation as Third-Party Administrator (TPA) of the City of Baytown's Workers' Compensation Claims, to manage workers' compensation claims for employee injuries under the City's self-funded worker's compensation program, for the second year of the contract from October 1, 2026 through September 30, 2027.

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 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, RICHARD SCHWEPPE, the undersigned representative of CORVEL ENTERPRISE CLAIMS, INC. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
   b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 11th day of August, 20 26.

CORVEL ENTERPRISE CLAIMS, INC.
Company Name

Richard Schweppe
Signature

ASSISTANT TREASURER
Printed Name/Title

STATE OF _____ §
COUNTY OF _____ §

See Attached Certificate

Before me, _____, the undersigned notary public, on this day personally appeared _____, the _____ (Title) of _____ (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this ___ day of _____, 20 26.

_____
Notary Public in and for the State of _____

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on

this 11th day of August, 2026, by

Date *Month* *Year*

(1) Richard John Schnuppe

(and (2) —),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

CYNTHIA J. HALWOOD
Notary Public - California
Orange County
Commission # 2461077
My Comm. Expires Sep 23, 2027

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Baytown

Document Date: August 11, 2026 Number of Pages: —

Signer(s) Other Than Named Above: —

©2019 National Notary Association

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

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

STATE OF CALIFORNIA §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF ORANGE §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD SCHWEPPE **[FULL NAME]** (hereinafter "Affiant"), ASSISTANT TREASURER **[STATE TITLE/CAPACITY WITH CONTRACTING ENTITY]** of CORVEL ENTERPRISE CLAIMS, INC. (f/k/a CorVel Enterprise Comp, Inc.) **[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]** ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

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

2. Contracting Entity seeks to do business with the City in connection with the current SERVICES AGREEMENT WITH AN EFF DATE OF OCT 1, 2024 **[DESCRIBE PROJECT OR MATTER]** which is expected to be in an amount that exceeds $50,000.

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

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

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

_____

_____

_____

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

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

Contracting Entity

Name: CORVEL ENTERPRISE CLAIMS, INC.

Business Address [NO./STREET] 1920 Main Street Suite 900

[CITY/STATE/ZIP CODE] Irvine CA 92614

Telephone Number (949) 851-1973

Email Address [OPTIONAL] Corporate_Legal@corvel.com

Residence Address [NO./STREET] 1920 Main Street Suite 900

[CITY/STATE/ZIP CODE] 949-851-1473

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

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

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

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

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

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

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

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

Richard Schweppe
Affiant

SWORN TO AND SUBSCRIBED before me this 11 day of August, 2021.

(Seal)

See Attached Certificate

_____
Notary Public in and for the State of _____

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

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

R:\Karen\Files\Contracts\Affidiavit of Ownership or Control.doc

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on

this 14th day of August, 2024, by

Date *Month* *Year*

(1) Richard John Schnapp

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

CYNTHIA J. HALWOOD
Notary Public - California
Orange County
Commission # 2461077
My Comm. Expires Sep 23, 2027

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Baytown Affidavit of Ownership

Document Date: August 14 2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2026

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

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

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: Newportbeach.Certrequest@marsh.com CN102211770-Std-ProfC-26-27	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CorVel Enterprise Claims, Inc. Attn: Jay Villeda 1920 Main Street, Suite 900 Irvine, CA 92614	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** N/A — N/A **INSURER C :** See Attached Acord 101 — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002900530-00 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	TJGLSA9K057282TIL26	04/30/2026	04/30/2027	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		X	TECAP9K057294TCT26	04/30/2026	04/30/2027	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Comp./Coll. Ded.	$	5,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	X	UB2P6911372651K (AOS)	04/30/2026	04/30/2027	X PER STATUTE OTH-ER		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			UB2P6408322651R (AZ,MA,NE,WI)	04/30/2026	04/30/2027	E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Policy			See Additional Page	10/31/2025	10/31/2026	Limit:		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Baytown, its officials, employees and agents shall be named as additional insured under CorVel's General Liability policy

CERTIFICATE HOLDER

City of Baytown
2401 Main Street
Baytown, TX 77520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

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CITY OF BAYTOWN

HUMAN RESOURCES

2401 Market Street • P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6692

August 18, 2026

CorVel Corporation
Attn: Legal Department
1920 Main Street Suite 900
Irvine CA 92614

Re: Renewal of Agreement between CorVel Enterprise Claims, Inc. (f/k/a CorVel Enterprise Comp, Inc.) and the City of Baytown

Brian,

Pursuant to the terms of the above Agreement entered into on October 1, 2024, between the City of Baytown and CorVel Enterprise Claims, nic., this will serve to confirm the City's desire to exercise its third-year renewal under paragraph 8 to renew the Agreement under the same terms and conditions with the exception of the updated pricing for this Renewal Term as defined hereunder the attached Exhibit A. The renewal period and updated pricing shall begin on October 1, 2026 and shall expire on October 1, 2027.

If this is acceptable to you, please sign where indicated below, and return to us via email at ava.hudnall@baytown.org. Should you wish to discuss this matter in greater detail, please do not hesitate to contact me at 281-420-6523. Thank you for your cooperation and assistance.

Sincerely,

Joey Lopez
Director of Human Resources

AGREED:
CORVEL ENTERPRISE CLAIMS, INC.

Signed by:
96A354417EEC4F4...
8/19/2026 | 6:57 AM PDT

(Signature) (Date)

Brian Nichols
(Printed Name)

Chief Financial Officer
(Title)

Docusign Envelope ID: 8B7CC465-8692-8990-82E1-AF1976DFA9E8

EXHIBIT A

1) Fees During Renewal Term effective October 1, 2026 through October 1, 2027

Workers' Compensation Claims Administration

Service Name	Year 1
Life of Contract: Per Claim	
Medical Only	$165
Indemnity (All Other States)[a]	$960
Indemnity Premium States(CA, TX, FL, NY)[b]	$960
Employer's Liability	$960
Report Only - Per Incident	$38.30

Program Management

Service Name	Year 1
Administration Fee - Per Annum[i]	Waived
CareMC Access[j]	
First 5 Full Access Users - Per Annum	Waived
Each User over 5 - Per User, Per Year	$1,097
State Fund Oversight (OH, WA)	50% of standard fees, based on service level
Canadian Oversight - One Time Fee	$10,000
Canadian Claims Management	Passthrough Cost

Account Management and Technical Support

Service Name	Year 1
Account Management Staff	Included for duration of contract
Electronic Data Transmission - Per Month, Based on Frequency	
Monthly File	$212
Weekly File	$636
Daily File	$2,120
Training – Onsite and Online	Included for duration of contract
Technical Support	Included for duration of contract
State EDI Files	Included for duration of contract
Monthly Reporting	Included for duration of contract
Ad hoc Report Programming - Per Hour	$212
Communication Materials/Posters	Pass through printing cost
Annual Banking Fees	One account included
Additional Account(s) - Per Account	$1,060
Carrier TPA Oversight Fees[K]	Bill from Carrier to Client

Intake and Immediate Intervention Services

Service Name	Year 1
Claim Intake (includes one FNOL distribution) - Per Intake	$38.30
Advocacy 24/7 - Per Call	$110
Telehealth Services	Fee Schedule or U and C value by CPT code[z]

2)

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Legal Services

Service Name	Year 1
Subrogation[l]	25.0% of Recoveries
Indexing and OFAC Compliance - Per Index	$22.05

Bill Review

Service Name	Year 1
Bill Review: Includes Standard Fee Schedule[z] and UCR - Per Bill[o]	$9.83
+ Network Solutions Includes: Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, CorVel MarketWise Repricing	30.0% of Savings
Minimum Transaction Fee[p]	$9.45
Maximum Transaction Fee	$15,000.00
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included for duration of contract

WC/Liability Provider and Nurse Review Services

Service Name	Year 1
Liability Bill Review (Reasonable and necessary and related) - Per Bill	$21.00
Nurse File Review - Per Hour	$175
Independent Medical Reviews	
Chiropractic, Orthopedic, Neurologic, Physical Medicine and Rehabilitation	Varies by State and Specialty[z]

Patient Management

Service Name	Year 1
Telephonic Case Management, Field Case Management and Return to Work Coordinator[2] - Per Hour	
Alaska, California, Hawaii and New York	$121
All Other States[q]	$121
Vocational Rehabilitation - Per Hour[r]	$175
Specialty Services: Catastrophic, Life Care Plan, Bilingual, Critical Incident Stress Debriefing, Medicare Conditional Payment, Medicare Set Aside – per hour	$218
Nurse Utilization Review - Per Review	$160
Physician Utilization Review - Per Review	$292
Care Advocate - Per Claim	$53

3)

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Pharmacy Solutions

Service Name	Year 1
Retail Pharmacies	
Brand	AWP -5.00% + $4.96 dispensing fee
Generic	AWP -10.00% + $4.96 dispensing fee
Mail Order	
Brand	AWP -13.00% + $1.56 dispensing fee
Generic	AWP -45.00% + $1.56 dispensing fee
Clinical Modeling and Pharmacy Interventions	
Integration of Pharmacy Data, Calculation/Display in CareMC, Certified Pharmacy Technician, Rx Nurse	Included for duration of contract
Nurse Management	Case Management hourly rate
Pharmacy Review - Per Review	$405
Cognitive Behavioral Therapy - Per Hour	$270
Medication Review - Per Hour	$270
Drug Testing/Monitoring	State Fee Schedule[z]
Pharmacogenomic Testing Service	$1,200

Ancillary Care Solutions

Service Name	Year 1
Medical Imaging Services, Independent Medical Exam, Physical and Occupational Therapy, Durable Medical Equipment, IME Peer Review, Transportation, Translation	Varies by State and Specialty

Medicare Agent Reporting

Service Name	Year 1
Implementation - One Time Fee	$3,000
Monthly Query/Quarterly Reporting	$1,000

State Certified Managed Care Networks

Service Name	Year 1
Implementation, Filing, Setup - One Time Fee[v]	
Standard Network - CA MPN, TX HCN, IL PPP, KY MCO, NY Certified	$2,250 per network
Administration[w]	
TX HCN:	+ $4.50/bill
Optional Services (Appointment Scheduling, Training, Panel Creation, etc)	Varies by State

Docusign Envelope ID: 8B7CC465-8692-8990-82E1-AF1976DFA9E8

Appendix

Workers' Compensation Claims Administration	
Indemnity/Medical Only (All Other States)[a]	Claim fee applies to All Other States with the exception of premium states (CA, HI, AK, NY, TX, FL, OH)
Indemnity Premium States[b]	CA, NY, TX, FL
Program Management	
Administration Fee[i]	Includes assistance with Self-Insured Data for State Reports, State Statistical Reporting and All State Filing Requirements
CareMC Access[j]	Includes Executive Dashboard, Claim Details, Claims Summary Screen and Claims Reporting
Account Management and Technical Support	
Carrier TPA Oversight Fees[k]	Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees
Legal Services	
Subrogation[l]	A minimum fee of $550 and/or 25% of the gross recovery potential, whichever is less, shall be charged if subrogation dollars are waived to resolve an underlying workers' compensation claim that has been developed for recovery. CorVel's fee shall never exceed $50k
Bill Review Services	
Bill Review[o]	Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification
Minimum Transaction Fee[p]	Minimum transaction fee per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills, and bills sent for Re-consideration or Re-evaluation. Maximum fee per bill of $15,000
Patient Management	
Case Management All Other States[q]	Fee applies to all states with the exception of premium states (CA, HI, AK, and NY)
Vocational Rehabilitation[r]	Statutory rates supersede if applicable
Return to Work Coordinator[2]	CorVel shall provide a dedicated advocate to facilitate the safe and timely transition of employees recovering from work-related injuries back into the workplace. The Coordinator will serve as the primary point of contact between the employer, employee, healthcare provider, and claim adjudicator, ensuring that medically appropriate work assignments are identified, restrictions are accommodated, and progress is monitored. The Coordinator's role is to promote communication, support compliance with medical guidance, and assist in the successful implementation of return-to-work and light-duty programs
Prevailing IRS Mileage Rate applies	
Each invoice for Case Management Services shall include an additional professional service fee billed to the Customer in the amount of $44	
Pharmacy Solutions	
Customer agrees to pay CorVel the Pharmacy Solutions Pricing outlined in this Agreement or in accordance with the official medical fee schedule as established, and as amended from time to time, by the applicable state's Workers Compensation board, whichever is lessor. In the event that medical fee schedule is lower than CorVel's acquisition cost, except when Massachusetts' jurisdiction is applicable, Customer agrees to pay CorVel's acquisition cost plus 10%	
State Certified Managed Care Networks	
Implementation, Filing, Setup (one-time fee)[v]	Implementation and administration for all other Managed Care Organizations (MCOs) — (AR MCO, CT MCO, FL MCA, GA MCO, MN MCO, NE MCO, NH MCO, NJ MCO, OK CMP and WV MHCP) — are included in bill review fees
Administration[w]	Additional bill fee is applied to all Bill Review transactions relating to the applicable state regardless of the bill's network utilization
Standard Fee Schedule	
Fee Schedule[z]	Annual Rate schedules are available upon request

The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period. If life of contract pricing is selected, claims will be handled until closed or until the end of the agreement period, whichever comes first. If life of claim pricing is selected, claims will be handled until closed.

Any service not identified in this proposal will be provided at a later time.

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TPA Claims Administration Services Agreement

This TPA Claims Administration Services Agreement (this "Agreement") is entered into as of the Effective Date set forth below, by and between CorVel Enterprise Comp, Inc., ("CorVel") and the customer identified below ("Customer") to govern Customer's rights to use certain of CorVel's managed care and claims management services (the "Services").

WHEREAS, CorVel and Customer entered into a Services Agreement with an Effectiuve Date of October 1, 2019 as amended (the "2019 Agreement") which shall be replaced and superseded in its entirety with this Agreement; and

WHEREAS, CorVel has developed a proprieary software solution (the "CareMC Application") which is accessible via the CorVel web site located at www.caremc.com (the "CareMC Site"), through which CorVel provides its customers with the option of utilizing certain managed care services online (the "Online Services"); and

WHEREAS, Customer desires to retain CorVel to provide certain Services, including Online Services for the benefit of Customer and its claimants, insureds and/or their injured employees and MyCare Services (including, but not limited to, services enabling Customer's claimant to (i) review the current status of their individual claim, (ii) share pain level data with their healthcare provider by taking a pain level survey, (iii) receive electronic funds transfer ("EFT") direct deposit transactions with respect to claims, and (iv) utilize other functions designed to assist claimants in interactions with health plans and healthcare providers); and

WHEREAS, CorVel has developed a proprietary smartphone application (the "MyCare Application") for Customer's claimants that is accessible via claimant's own independent mobile device;

WHEREAS, Customer desires to retain CorVel to provide certain managed care and claims management services for the benefit of Customer and its insureds and/or their injured employees, as the case may be; and

WHEREAS, CorVel desires to be so retained by Customer to provide such certain managed care services and claims management services under the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the agreements, covenants, representations and warranties set forth herein, and other good and valuable consideration provided by the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

This Agreement consists of and incorporates the following components. Each below component is expressly incorporated into this Agreement as if fully set forth herein:

This Cover and Signature Page
General Terms and Conditions
Exhibit A: Selected TPA Claims Administration Services and Managed Care Services
Schedules: Terms and Conditions of Selected TPA Claims Administration Services and Managed Care Services
Exhibit B: Fees
Exhibit C: CareMC License Agreement
Exhibit C-1: MyCare Application EULA
Exhibit D: CorVel Certificate of Insurance
Exhibit E: Customer Insurance Coverage Limits
Exhibit F: Data Protection Addendum

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Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence:

(1) This Cover and Signature Page
(2) Exhibit C: CareMC License Agreement
(3) Exhibit F: Data Protection Addendum
(4) Exhibit A: Selected Managed Care Services & List of Applicable Schedules
(5) Schedules: Terms and Conditions of Selected TPA Claims Administration Services and Managed Care Services
(6) Exhibit B: Fees and Payments
(7) Exhibit D: CorVel Certificate of Insurance
(8) Exhibit E: Customer Insurance Coverage Limits
(9) General Terms and Conditions

By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and represents and certifies that the signatory is authorized by the respective party to sign on behalf of and to bind the respective party to all of the terms and conditions of this Agreement as of the Effective Date.

1. **Effective Date:** October 1, 2024

2. **CorVel Address and Contact:** CorVel Enterprise Comp., Inc.
1920 Main Street, Suite 900
Irvine, California 92614
Attn: Legal Department
Phone: (949) 851-1473
Fax: (949) 851-1469
Email: Corporate_Legal@corvel.com

3. **Customer Address and Contact:** **City of Baytown**
2401 Main Street
Baytown, Texas 77520
Attn: Phillip Davis, Risk Management Coordinator
Phone: (281) 420-5806
Fax: (281) 420-6518
Email: phillip.davis@baytown.org

CORVEL ENTERPRISE COMP, INC. :

By: Brandon O'Brien (DocuSigned by: 0BEC3DBCB4094EE...)

Name: Brandon O'Brien

Title: CFO

Date: 8/28/2024

CITY OF BAYTOWN:

By: Carol Flynt

Name: Carol Flynt

Title: Asst. City Manager

Date: 9/30/2024

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GENERAL TERMS AND CONDITIONS

1. SERVICES

A. Exclusivity. Unless the parties expressly agree otherwise in writing, CorVel shall be the exclusive provider of all Services as described and defined hereunder in this Agreement to Customer during the Term of this Agreement.

B. Terms and Conditions of Services. The services provided by CorVel to Customer under this Agreement shall be as identified in Exhibit A, as described in the applicable Schedules, and shall include CorVel's provision of services relating to workers' compensation claims, general liability and auto liability claims, as applicable. The online services are defined hereunder in the attached Exhibit C as the CareMC Application (the "Online Services") to Customer (collectively, the "Services".) Such Services shall be utilized by Customer in accordance with the applicable terms and conditions set forth in this Agreement. For clarity, CorVel makes the MyCare Application available directly to claimaints for the purposes of convience only. The MyCare Application, and the provision of the same to claimaints, is not part of the Services being performed for Customer under this Agreement.

2. FEES

A. Fees, Billing and Payment. The fees and billing and payment procedures for the Services are set forth in Exhibit B ("Fees"). Customer shall remit payment for all CorVel related Fees and any other payments owed to CorVel under this Agreement, without set off or reduction, within thirty (30) days of the date of CorVel's invoice.

B. Taxes. All charges and fees exclude taxes.

C. Customer's Audit Rights. During the Term of this Agreement and for a five (5) year period following the expiration or termination hereof, CorVel shall keep accurate records related to the provision of the Services performed under this Agreement. Such records shall be open for audit, at Customer's expense, by Customer or Customer's designee, which shall be a reputable, independent certified public accounting firm (which is not working on a contingency fee basis and is reasonably acceptable to CorVel which acceptance shall not be unreasonably withheld) retained by Customer, at the local CorVel office or another location mutually agreed to by the parties. Such audits shall be conducted (i) not more than twice per calendar year, (ii) during CorVel's regular business hours,(iii) upon no less than thirty (30) days advance written notice to CorVel and (iv) for an audit period not to exceed twenty four (24) months prior to the date of audit. Customer or Customer's designee shall provide the complete results of such audit to CorVel within ten (10) business days of completion of the audit report including a complete list of all individuals or entities who were provided any CorVel information as a result of such audit. Customer or Customer's designee shall return all materials provided for such audit at the conclusion of the audit. Notwithstanding anything to the contrary in this Agreement, in no event shall Customer be permitted to audit CorVel's information technology systems, facilities, data centers or data privacy and security policies, procedures or processes other than as specifically provided under Exhibit F (*Data Protection Addendum*).

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CUSTOMER

A. Authority. Customer represents and warrants that (i) it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate actions on its part, (ii) this Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against it in accordance with its terms, and (iii) the

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execution, delivery and performance of this Agreement will not constitute a violation of any judgment, order or decree or a breach of a material agreement that would materially impair or prevent Customer from complying with its obligations under this Agreement.

B. Authorizations. Customer represents and warrants that (i) it has obtained or shall obtain such authorizations or approvals as are required for CorVel to perform the Services described in this Agreement, including but not limited to receiving and disclosing claimant-specific data as contemplated hereunder, (ii) it shall maintain the compliance of its workers' compensation program under all applicable laws, (iii) it has obtained and shall maintain during the Term any regulatory or any other approval needed in order for CorVel to perform its obligations hereunder, and (iv) it shall promptly notify CorVel if any such approval is terminated, suspended or otherwise materially limited.

C. Insurance. For the term of this Agreement, Customer agrees to keep in force at its sole expense workers' compensation, general and auto liability insurance and coverage limits in accordance with Exhibit E attached hereto. Upon request by CorVel, Customer shall furnish CorVel with a certificate of such insurance. Customer shall provide CorVel with prior written notice of any cancellation, non-renewal or material change to any such insurance coverages in accordance with Customer's policy provisions. It is agreed that Customer shall be deemed in compliance with this Section 3(C) by being self-insured under terms and conditions and with sufficient reserves as is customary within the industry for companies of comparable size with comparable operations.

D. Non-Solicitation. To the extent allowable by law, Customer agrees that during the Term of this Agreement and for a period of one (1) year after any expiration or termination thereof, Customer shall not, directly or indirectly, recruit or solicit for employment, employ or in any manner engage the services of or otherwise interfere with the employment relationship of any CorVel employee who was in any way involved in providing Services to Customer pursuant to the Agreement without the prior written consent of CorVel. In the event Customer breaches this covenant of non-solicitation and non-employment, CorVel shall be entitled to recover the amount of one (1) times annual salary per employee from Customer as liquidated damages. The parties acknowledge that CorVel's actual damages in the event of such a breach by Customer would be extremely difficult or impracticable to determine and acknowledge that this liquidated damages amount has been agreed upon as a reasonable estimate of CorVel's damages and as CorVel's exclusive remedy against Customer in the event of a breach of this Section 3(D) by Customer. The parties further agree that in any action brought on account of any alleged breach of this covenant, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CORVEL

A. Authority. CorVel represents and warrants that (i) it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate actions on its part, (ii) this Agreement constitutes a legal, valid and binding obligation of CorVel, enforceable against it in accordance with its terms, and (iii) the execution, delivery and performance of this Agreement will not constitute a violation of any judgment, order or decree or a breach of a material agreement that would materially impair or prevent CorVel from complying with its obligations under this Agreement.

B. Performance. CorVel represents and warrants that (i) it has the necessary knowledge, skills and experience to provide and perform the Services in accordance with the Agreement, and (ii) it will perform the Services in a reasonably workmanlike manner using an appropriate number of properly trained and qualified individuals and in accordance with applicable industry standards.

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C. Insurance. CorVel represents and warrants that it has and agrees that it will maintain at all times during the Term of this Agreement the required professional liability, errors and omissions, workers' compensation, cyber, general and auto liability insurance coverages as set forth in Exhibit D.

5. DISCLAIMERS

A. Workers' Compensation Claims Coverage and Compensability. SUBJECT TO APPLICABLE STATE REGULATIONS, CODES AND STATUTES, CORVEL SHALL RETAIN FINAL DECISION MAKING AUTHORITY AS TO WORKER'S COMPENSATION CLAIM COMPENSABILITY AND COVERAGE DETERMINATION WITH INPUT FROM CUSTOMER. THIS AUTHORITY EXTENDS TO DETERMINATIONS REGARDING THE PAYMENT OF BENEFITS AS REQUIRED BY LAW, AND TO THE EXTENT POSSIBLE, WITHIN THE CUSTOMER'S ESTABLISHED PARAMETERS AND CONTRACT TERMS GOVERNING CORVEL'S PERFORMANCE OF THE SERVICES.

B. Duty of Cooperation. CUSTOMER ACKNOWLEDGES THAT ACCURATE AND LEGALLY SOUND DETERMINATIONS AS TO COMPENSABILITY AND THE PROVISION OF BENEFITS REQUIRES COOPERATION AND ACCESS TO CUSTOMER MATERIALS, DOCUMENTS, AND WITNESSES. CUSTOMER AGREES TO COOPERATE FULLY IN ALL ASPECTS OF CORVEL'S INVESTIGATION IN ORDER TO ENSURE FULL COMPLIANCE WITH ALL APPLICABLE STATUTES.

C. Healthcare Authority. CORVEL AND ITS AGENTS HAVE NO AUTHORITY TO CONTROL OR DIRECT THE HEALTH CARE SERVICES PROPOSED FOR OR PROVIDED TO INJURED PERSONS. THIS AUTHORITY SHALL LIE ONLY WITH THE INJURED PERSON AND HIS/HER TREATING PHYSICIAN AND THOSE INDIVIDUALS MAY ACCEPT, REJECT OR MODIFY ANY ADVISORY DETERMINATIONS MADE BY CORVEL OR ITS AGENTS, EXCEPT INSOFAR AS APPLICABLE LAWS MAY REQUIRE THEM TO FOLLOW THE DETERMINATIONS OF CUSTOMER, CUSTOMER'S AGENTS, A WORKERS' COMPENSATION JUDGE OR REVIEW PANEL, OR ANOTHER THIRD PARTY. CORVEL SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR HEALTHCARE SERVICES RENDERED BY HEALTH CARE PROVIDERS TO INJURED PERSONS.

D. No Interference with Practice of Medicine. Neither CorVel nor Customer shall attempt, directly or indirectly, to control, direct or interfere with the practice of medicine by any health care provider.

6. LIMITATION OF LIABILITY

A. EXCEPT WITH RESPECT TO (i) CORVEL'S LIABILITY UNDER SECTION 7 (*Indemnification*) OR (ii) A BREACH BY CORVEL OF EXHIBIT F (*Data Protection Addendum*), IN NO EVENT WILL CORVEL'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE EXCEED THE FEES PAID BY CUSTOMER TO CORVEL UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE FIRST NOTICE OF CLAIM IS PROVIDED BY CUSTOMER TO CORVEL.

B. WITH RESPECT TO(i) CORVEL'S LIABILITY UNDER SECTION 7 (*Indemnification*) OR (ii) A BREACH BY CORVEL OF EXHIBIT F (*Data Protection Addendum*), IN NO EVENT WILL CORVEL'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER EXCEED THE FEES PAID BY CUSTOMER TO CORVEL UNDER THIS AGREEMENT IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE FIRST NOTICE OF CLAIM IS PROVIDED BY CUSTOMER TO CORVEL.

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C. For purposes of Section 6(A) and 6(B), the calculation of fees paid to CorVel shall exclude provider fees, pharmacy fees, facility fees, medical expenses, and allocated loss adjustment expenses which Customer pays to CorVel and CorVel passes through to medical providers, pharmacies and other third parties as may be required in the performance of CorVel's Services hereunder.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 6 OR OTHERWISE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES AND LOSS OF GOODWILL) UNDER THIS AGREEMENT OR OTHERWISE. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER CLAIMS BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARE FORESEEABLE, WHETHER THEY ARE BROUGHT UNDER TORT, NEGLIGENCE, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

E. Integral Element. The parties acknowledge that the limitations and disclaimers set forth in this Agreement were an integral element in the business arrangement between the parties. The pricing and other terms of this Agreement reflect this allocation of risk and the disclaimers and limitations of liability set forth herein.

7. INDEMNIFICATION

A. Indemnification. Subject to Section 7(D) below, CorVel shall defend any third party claim against Customer arising from the death of or physical injury to any person or damage to the Customer's property to the extent proximately caused by the negligence of CorVel or its agents or employees, and indemnify and hold harmless Customer and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

B. Indemnification by CorVel.

(i) Subject to Section 7(D) below, **CORVEL AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CUSTOMER, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CUSTOMER") FROM AND AGAINST ANY AND ALL THIRD PARTY 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 (LOSSES") 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 CORVEL OR THE CORVEL'S AGENT, CORVEL UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CORVEL EXERCISES CONTROL (COLLECTIVELY, CORVEL'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CORVEL AND CUSTOMER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CORVEL TO INDEMNIFY AND PROTECT CUSTOMER FROM THE CONSEQUENCES OF CORVEL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE**

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NEGLIGENCE, AS WELL AS THE CORVEL'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 CORVEL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST CUSTOMER FROM WHICH CUSTOMER IS INDEMNIFIED, CORVEL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO CUSTOMER. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

(ii) Notwithstanding paragraph 7.B.i, excluded from Corvel's duty to indemnify Customer are the costs of any medical benefits, temporary and permanent disability benefits, death benefits, medical-legal responses, vocational rehabilitation and any other expenses or services that are required to be paid or provided by Customer under any insurance policy or applicable state or federal workers' compensation laws; provided, however, that CorVel shall have no obligation to defend, indemnify or hold harmless Customer from or against any damages, liabilities and reasonable costs and expenses arising out of or relating to any suit or action resulting from (a) the negligent acts or omissions or willful misconduct of Customer, its officers or employees, or (b) actions taken by CorVel at the direction of Customer relating to the Services; and provided, further, that for purposes of computing damages, liabilities and reasonable costs and expenses hereunder in connection with any suit or action there shall be deducted an amount equal to the amount of any insurance proceeds, indemnification payments, contribution payments or reimbursements received directly or indirectly by Customer in connection with such suit or action.

(iii) Subject to Section 7(D) below, CorVel shall defend any third party suit or action against Customer to the extent such suit or action is based on a claim that Customer's permitted use of the CareMC Application under this Agreement constitutes an infringement of a United States patent, trademark, trade name, trade secret, copyright or other United States intellectual property right, and CorVel will pay those damages, liabilities and reasonable costs and expenses, including reasonable attorneys' and professional fees, finally awarded against Customer in any monetary settlement or final, non-appealable judgment of such suit or action which are specifically attributable to such claim. This indemnity does not apply to any claims based on Customer's use of the CareMC Application (a) in violation of this Agreement or the Documentation (as defined in Exhibit C (CareMC License Agreement)), (b) in combination with any other software, hardware, network or system where the alleged infringement relates to such combination, or (c) based on CorVel's compliance with Customer's instructions, designs or specifications where the alleged infringement relates to such compliance. If any portion of the CareMC Application becomes, or in CorVel's opinion is likely to become, the subject of a claim of infringement, then CorVel may, at its option and expense, procure for Customer the right to continue using the CareMC Application or replace or modify the affected portion of the CareMC Application so that it becomes non-infringing. If neither alternative is reasonably available, CorVel may terminate this Agreement. THE FOREGOING STATES CORVEL'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

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(iv) **By this Agreement, CUSTOMER does not consent to litigation or suit, and CUSTOMER 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 CUSTOMER's sovereign immunity. CorVel assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges CUSTOMER, its officers, agents, and employees from all third party 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 CorVel's services to be performed hereunder. This release shall apply with respect to CorVel's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.**

C. Conditions. The parties' indemnification obligations under this Section 7 are contingent upon: (i) the indemnified party giving prompt written notice to the indemnifying party of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying party shall have been actually prejudiced as a result of such failure), (ii) the indemnifying party having the right, but not the obligation, to assume sole control of the defense or settlement of the claim, and (iii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim(s). If the indemnifying party assumes the defense of any claim hereunder, the indemnified party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense. The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party.

8. TERM AND TERMINATION.

A. Term. The initial term of this Agreement shall begin on the Effective Date and continue for a period of three (3) years from the Effective Date (the "Initial Term"). Thereafter, the Agreement shall be renewed automatically for subsequent one (1)-year terms (each a "Renewal Term"), unless either party gives written notice of its intent to terminate no less than thirty (30) days prior to the end of the then-current term. The Initial Term and any subsequent Renewal Term(s) are collectively referred to herein as the "Term".

B. Termination for Convenience. This Agreement may be terminated by either party for convenience upon ninety (90) days written notice issued by the terminating party to the other party (the "Termination for Convenience Notice"), which cannot be issued until after the expiration of the Initial Term and cannot be effective until ninety (90) days after the expiration of the Initial Term or later. For the avoidance of doubt, a party is not permitted to issue a Termination for Convenience Notice until after the expiration of the Initial Term.

C. Termination for Cause. This Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice issued by the terminating party to the other party, if the other party materially breaches or materially defaults under any material provision of this Agreement and, except as otherwise provided in this Agreement, does not cure such breach prior to the end of such thirty (30) day period, (ii) effective immediately upon written notice to Customer if Customer fails to timely fund any loss, escrow or health care provider payment account as required by this Agreement, (iii) effective

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immediately upon written notice to Customer if Customer fails to timely provide necessary information to CorVel as may be required for CorVel to perform the Services in accordance with this Agreement, (iv) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted under the terms and conditions of this Agreement, or (v) effective immediately and without notice if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other party and continues for ninety (90) days undismissed, unbonded and undischarged.

D. Termination due to Change in Law. Either party may terminate this Agreement upon thirty (30) days prior written notice issued by the terminating party to the other party if, as a result of any Change in Law, as defined herein, the rights or obligations of the terminating party under this Agreement would be materially adversely affected. "Change in Law" means any: (i) applicable federal or state law or regulation enacted after the Effective Date, or any change in any existing applicable federal or state law or regulation; (ii) change in judicial or administrative interpretation of any applicable federal or state law or regulation; (iii) change in the enforcement of any applicable federal or state law or regulation, in each case occurring after the date, or (iv) change in any applicable state or federal mandated fee schedule. Prior to any termination under this Section 8(D), the parties agree to use prompt, good faith efforts to renegotiate the terms of this Agreement. If the parties successfully conclude such negotiations prior to the termination date, this Agreement shall not terminate and shall be amended to reflect the negotiated terms. In the event the parties are unable to successfully conclude such negotiations, this Agreement shall terminate as provided above.

E. Effects of Termination. Termination, expiration, or any other ending of this Agreement shall have the following effects: (i) all outstanding unpaid invoices submitted by CorVel to Customer shall become immediately payable by Customer to CorVel and invoices in respect of Services provided prior to termination, expiration or other ending of this Agreement, but for which an invoice has not been submitted, shall be payable immediately by Customer upon submission of an invoice by CorVel, (ii) all licenses granted to Customer under this Agreement shall terminate immediately, including all rights of Customer to use the CareMC Application and Online Services and (iii) CorVel shall provide Customer with any Confidential Information belonging to Customer, including but not limited to claim history, in the current format in which it is stored at CorVel at the termination, expiration or other ending of the Agreement and the Receiving Party shall otherwise return all Confidential Information of the Disclosing Party then currently in the Receiving Party's possession.

F. Transition Period. Upon expiration or termination of the Agreement CorVel shall, upon prior written request from Customer, continue to provide Services to Customer for a period up to ninety (90) days after such expiration or termination of the Agreement pursuant to Exhibit B. Access to the CareMC Application shall continue during such timeframe at no costs to Customer. If Customer requests the CareMC Application beyond the ninety (90) day timeframe or CorVel shall continue to provide Open Claims services, CorVel shall also invoice for such Open Claims transfers and Administrative Fee as described hereunder in Exhibit B. CorVel shall assist and support in a reasonable manner during such transition period. CorVel will not provide such transition assistance or services if the Agreement is terminated pursuant to Section 8C as a result of a material breach by Customer which is not curable to the satisfaction of CorVel.

G. Survival. Except to the extent expressly provided to the contrary in this Agreement, any rights to accrued payments, any right of action for breach of the Agreement prior to termination, expiration or other ending of the Agreement, and the following provisions shall survive the termination, expiration or

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other ending of this Agreement: Sections 2, 3(A)-(B) and (D), 5, 6, 7, 8(E) – (F), 9, 10, and 11 (as applicable), as well as any other part of the Agreement marked for survival.

9. CONFIDENTIALITY

A. Definition of Confidential Information. "Confidential Information" shall mean any non-public data, information and other materials regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to either party by the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, the parties agree that (i) the CareMC Applicatio Documentation, MyCare Application are CorVel Content (as Documentation and CorVel Content are both as defined in Exhibit C (CareMC License Agreement)) and all software, source code, source documentation, inventions, know-how, and ideas, updates and any documentation and information relating thereto constitutes Confidential Information of CorVel, (ii) Customer Personal Information (as defined in Exhibit F) and CareMC Data (as defined in Exhibit C) shall be Confidential Information of Customer, (iii) CorVel's pricing and fee information, (iv) CorVel's PBM proprietary Generic Code Conversion logic (as defined in the applicable Schedules) and (v) this Agreement and Exhibits and Schedules attached hereto, and the terms and conditions set forth herein and therein are Confidential Information of both parties.

B. Disclosure and Use of Confidential Information. The Confidential Information disclosed by either party ("Disclosing Party") to the other ("Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party and the Receiving Party agrees to treat such Confidential Information in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information of the Disclosing Party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose it to any third party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein.

C. Exceptions. Other than with regards to Customer Personal Information (as defined in Exhibit F), the parties' confidentiality obligations hereunder shall not apply to information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party, (ii) becomes publicly available without fault of the Receiving Party, (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, (iv) is approved for release by written authorization of the Disclosing Party, (v) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information, or (vi) is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, provided, however, that the Receiving Party shall advise the Disclosing Party of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

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10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Texas and the United States without regard to conflicts of laws provisions thereof. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree that performance, venue, and all matters related thereto shall be in Harris County, Texas.

11. DISPUTE RESOLUTION

Negotiation and Escalation of Disputes. In the event of any dispute, controversy or claim arising from or relating to this Agreement or the breach thereof ("Claim"), the parties will attempt in good faith to negotiate a solution to their differences, including progressively escalating any Claim through senior levels of management.

12. GENERAL PROVISIONS

A. Contacts for Notices. The parties' contacts for notices to be provided under this Agreement shall be as set forth on the cover pages to this Agreement.

B. Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written consent of the non-assigning party. Notwithstanding the foregoing, CorVel may assign this Agreement to any acquirer of all or of substantially all of CorVel's equity securities, assets or business related to the subject matter of this Agreement. Any attempted assignment in violation of this Agreement shall be void and without effect.

C. Severability. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

D. Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

E. Relationship of the Parties. The relationship of CorVel and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) constitute the parties as partners, franchisee-franchiser, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) otherwise give rise to fiduciary obligations between the parties.

F. Force Majeure. Except for the obligation to make payments, including Customer's obligation to fund any loss, escrow or health care provider payment account, nonperformance by either party shall be excused to the extent that performance is rendered impossible by war, acts of terrorism, strikes, fire, flood, hurricane, pandemics, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control of the non-performing party.

G. Entire Agreement; Amendments. This Agreement, including the Exhibits and Schedules attached hereto constitute the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions

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set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby.

H. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile copy of a manually signed signature to this Agreement shall be deemed to be valid execution of this Agreement by the signatory.

I. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than the Customer and CorVel, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as provided otherwise herein.

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EXHIBIT A

Claims Administration and Managed Care Services Selected by Customer

Customer has chosen the claims administration and managed care services indicated below. The specific terms and conditions that apply to CorVel's provision and Customer's receipt of such services are set forth in the indicated Schedules, which are hereby incorporated by reference into this Agreement.

Service	**Selected by Customer** (check box if yes)	**Applicable Terms & Conditions**
Claims Administration Services:		
Workers' Compensation Claims Administration Services	X	Schedule 1A
Liability Claims Administration Services	☐	Schedule 1B
Texas Non-Subscriber Services	☐	Schedule 1C
Managed Care Services:		
Case Management Services	X	Schedule 2A
Care Advocacy	X	Schedule 2B
Network Solutions:		
Bill Audit, Review and Payment Services	X	Schedule 3A
Clinical/Technical Review	X	Schedule 3B
CERiS Services	X	Schedule 3C
Preferred Provider Network Access Services	X	Schedule 4A
Custom Preferred Provider Network Access Services (Custom PPO)	X	Schedule 4B
Care^{IQ} Services: Independent Medical Exams (IME) Durable Medical Equipment (DME) Diagnostic Services Transportation and Translation Services Occupational Therapy Chiropractic Home Health	X	Schedule 5
Pharmacy Benefit Management Services	X	Schedule 6
Peer Review/Medical Records Review	X	Schedule 7
Medicare Agent Services	X	Schedule 8A
Medicare Set Asides	X	Schedule 8B
Clearinghouse Payer Agent Services Program	X	Schedule 9A
Clearinghouse Services	☐	Schedule 9B
NCCI Medical Data Call Services	☐	Schedule 10
Advocacy 24/7 Nurse Triage Services	X	Schedule 11

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EXHIBIT A (continued)

Claims Administration and Managed Care Services Selected by Customer

Service	Selected by Customer (check box if yes)	Applicable Terms & Conditions
Medication Review Services	X	Schedule 12
Telehealth Services	X	Schedule 13
Workers' Compensation Lien Resolution Services	☐	Schedule 14A
Liability Lien Resolution Services	☐	Schedule 14B

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SCHEDULE 1A
Workers' Compensation Claims Management Services

Terms and Conditions

I. DESCRIPTION OF WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES

(a) Customer shall promptly notify CorVel of all incidents subject to the Services described in this Agreement.

(b) CorVel's first notice of loss services involve gathering pertinent information related to a work injury and reporting such information to the appropriate state industrial accident board or commission as required by law, and is used to facilitate CorVel's initial review of the claim to determine whether the claim is likely to be medical-only or lost time and to help guide the initial determination of Services that may be required ("First Notice of Loss Services").

(c) CorVel's workers' compensation claims management services provide Customer with a process to comply with Customer's workers' compensation issues in the applicable jurisdiction ("Workers' Compensation Claims Management Services"). CorVel shall provide workers' compensation claims management services set forth herein to Customer on behalf of employees that sustain work related injuries. CorVel may subcontract with a third party to provide some portion or all of its claims management services obligations hereunder.

II. DELIVERY OF FIRST NOTICE OF LOSS SERVICES

(a) CorVel shall provide First Notice of Loss Services to Customer upon receipt by CorVel of specific requests from Customer. Prior to the implementation of CorVel First Notice of Loss Services and as required during the Term of this Agreement, Customer shall provide CorVel with instructions regarding the scope and extent of the First Notice of Loss Services to be performed by CorVel. Absent such instruction, CorVel First Notice of Loss Services shall be performed as described below.

(b) Customer, its insureds, and/or their employees shall initiate First Notice of Loss Services by (i) calling CorVel via a toll free number provided by CorVel, (ii) entering such information online through CareMC, or (iii) faxing such information to the CorVel intake specialist. Customer or the Customer representative making such call, entering such information on CareMC or faxing such information shall provide CorVel with the information required to complete the First Notice of Loss form required by the applicable state ("Required Information"). Required Information generally includes the following: name/address of Claimant, date of incident, description of injuries, social security number, date of birth, employer, salary, and other descriptive information reasonably required by CorVel, and may include information required by applicable statute (e.g., employer TIN). CorVel shall (i) provide sufficient staff to handle all incoming calls, and (ii) be prepared to complete First Notice of Loss forms for all applicable states.

(c) Once the Required Information is gathered by a CorVel representative, a First Notice of Loss Form will be submitted to one of the following, in accordance with Customer's instructions: (i) the applicable Customer branch claim office, (ii) a central Customer location, and/or (iii) the applicable state industrial accident board or commission as required by law. Upon Customer's written request, CorVel will submit the First Notice

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of Loss form to the applicable employer. To the extent permitted by the applicable state industrial accident board or commission, the Required Information shall be transmitted electronically. Upon CorVel's request, Customer will promptly provide to CorVel any missing information.

(d) To the extent required by applicable statute or otherwise agreed in writing by CorVel, CorVel will file additional reports on earlier-filed First Notices ("Subsequent Reports").

(e) Unless agreed to otherwise by the parties, any questions or concerns from an industrial accident board or commission concerning First Notice of Loss Forms completed by CorVel hereunder will be handled directly by CorVel. All such inquiries will receive an initial response within the next business day following CorVel's receipt of the inquiry. CorVel will keep Customer reasonably apprised of any inquiries it receives and the response thereto. CorVel will send a written response to the inquiry within five (5) business days outlining the nature of the inquiry and the resolution of same by CorVel. A copy of such response will also be sent to the attention of the designated Customer representative. Customer shall have the right, but not the obligation, at any time, to interject itself into the inquiry between CorVel and the industrial accident board or commission, and in connection therewith to resolve the inquiry in a manner acceptable to Customer at its sole discretion, in which case Customer shall defend, indemnify and hold harmless CorVel from and against any claim, liability, damages or costs arising from Customer's handling of such inquiry or the resolution thereof.

III. DELIVERY OF WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES

(a) Customer shall arrange so that all workers' compensation claims and all related bills of any type, as well as all other correspondence that Customer receives relating to such workers' compensation claims, are sent directly to CorVel. CorVel shall perform all of the following Workers' Compensation Claims Management Services in connection with each portion of a claim related to workers' compensation benefit payments. CorVel's Workers' Compensation Claims Management Services include and/or a subject to the following:

(i) Workers' compensation claims requiring work beyond the standard scope for each claim type will be invoiced at the next higher rate. The following indicates the basis for the categorization of workers' compensation claims Fees. Customer will be provided with reports that provide full transparency of the Fees invoiced.

- "**Record Only**": system notation of an event that does not require any claims handling, including contact or investigation. These are used solely for the purpose of record keeping.
- "**Medical Only**": claims where time-off does not exceed the state waiting period and the scope of work is within the parameters noted in Exhibit B.
- "**Indemnity**": claims not otherwise classified as either Record Only or Medical Only.

(b) All Workers' Compensation Claims Management Services provided by CorVel under this Agreement shall be performed in accordance with the guidelines set forth in Sections II-IV of this Exhibit A:

(i) CorVel shall immediately assign each new Indemnity Claim and Medical Only Claim to CorVel's designated claims professional.

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(ii) Utilizing CorVel's CareMC Application or other applicable CorVel online system, CorVel shall maintain a chronological record of all Workers' Compensation Claims Management Services performed by CorVel.

(iii) CorVel shall make all filings related to Indemnity claims and Medical Only claims with the appropriate state workers' compensation regulatory authorities.

(iv) CorVel shall maintain a complete and accurate claim file for each Indemnity claim and Medical Only claim.

(v) CorVel shall perform reasonable and necessary administrative and clerical work including, without limitation, the following:

(A) Investigate all Indemnity claims and Medical Only claims.

(B) Determine and evaluate any coverage and/or compensability issues and provide Customer with appropriate recommendations and advice regarding the same.

(C) Adjust, handle, or settle to a conclusion those Indemnity claims and Medical Only claims that CorVel believes the Customer is legally obligated to pay under applicable state law and regulations, and in accordance with the authority granted to CorVel by Customer under the Agreement.

(D) Prepare checks for payments of Indemnity claims, Medical Only claims and Allocated Loss Adjustment Expenses.

(E) Prepare documents as necessary to close out Indemnity claims and Medical Only claims.

(c) CorVel shall process claims and process the disbursement of benefit payments to claimants and health care providers entitled to such payments from Customer. Funding for the payment of all benefits to claimants, health care providers, vendors and Allocated Loss Adjustment Expenses" (as defined below) is the sole responsibility of Customer and Customer agrees to be liable for and fund all proper claims processed by CorVel. Such payment shall be made through a bank account established by CorVel. There shall be one account established for claims relating to First Notice of Loss arising prior to on or after October 1, 2019 (the "Bank Account"). CorVel shall provide Customer with a check register in a mutually agreed format for each check run drawn on a Bank Account prior to mailing of the checks. CorVel also will provide Customer information as necessary for Customer to prepare periodic Bank Account reconciliation reports. Customer agrees to pay into the Bank Account funds sufficient to pay approved claims and to maintain the advance deposit set forth below and to provide CorVel with such authorizations as shall be necessary to make the required instruments valid claims against Customer. Notwithstanding the other provisions of this Agreement, if payments are not made when due, Customer shall be in default and subject to immediate termination without notice, and CorVel shall have no liability for claims, penalties or other damages arising out of or relating to any such failures on the part of Customer.

(i) The Bank Account originally set up by CorVel on behalf oif Customer and funded by Bank Account under the 2019 Agreement shall be maintinaed for this Agreement..

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(ii) "Allocated Loss Adjustment Expenses" or"ALAE" generally encompasses costs which can be directly allocated to a particular claim. As used herein, that term shall include, but not necessarily be limited to, the following: claim adjustment costs and expenses incurred by CorVel or its subcontractor and allocated by CorVel to the investigation, adjustment and settlement or defense of a claim for benefits, including, without limitation, attorneys' fees and disbursements; pre- and post- judgment interest; court reporter services and transcripts; deposition charges and transcripts; fees for service of process or summons; court costs; courier/express mail; appeal bonds and filing fees; travel, printing costs related to trials and appeals; witness and expert fees and expense; alternate dispute resolution fees and expense; mediation fees and expense; arbitration fees and expense; ombudsman fees and expense; medical examinations and reviews to determine issues such as causal connection, length or extent of disability, degree of permanency, and other issues related to determining liability of the Customer; laboratory costs; engineering fees and expense; autopsy fees and expense; independent adjuster and private investigator fees and expense; surveillance and activity checks; photography; fees and expense related to the defense of controverted or litigated claims, including subrogation recovery; medical cost containment expense including, but not limited to, medical bill auditing expenses, hospital and other treatment utilization reviews, including precertification/preadmission and concurrent or retrospective reviews; peer reviews; preferred medical provider network or similar organization expenses; medical fee review panel expense; pharmacy benefit management expense; drug testing expense; indexing fees; expense and fees related to Medicare set aside agreements; vocational rehabilitation or return to work expense; telephonic and field medical case management expense; fees and expense for reproduction of medical and/or hospital records; fees for police reports, birth certificates, death certificates, OSHA reports and other similar regulatory authority reports; copying fees assessed by a vendor other than TPA; translation services; legal bill audit expenses; other costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Customer; and other expenses that are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services that are required to be performed by statute or regulation. Unless expressly stated as a separate fee or otherwise included within CorVel's service fees, each of the above ALAE items is subject to reimbursement at the rate charged.

(d) CorVel shall provide Customer with payment services through check writing services in accordance with specifications mutually agreed by Customer and CorVel (the "Check Writing Services"), which forms a part of CorVel's Workers' Compensation Claims Management Services.

(i) The checks referred to in Section III(d) will be drawn on CorVel's account at Wells Fargo Bank, Portland, Oregon or CorVel's account at such other bank as the parties of this Agreement may mutually accept, as evidenced by a letter or written document signed by both parties (hereafter, the "Bank"), with Customer identified on each check as the insurer or any insurance carrier as such may be required. Check Writing Services shall also include IRS form 1099 filing and

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associated follow-up, bank reconciliation, and bank fees specifically related to such processing if Customer is using the Bank. Otherwise, such services will be subject to an additional fee.

(e) CorVel agrees to provide the following additional services as part of CorVel's Workers' Compensation Claims Management Services to Customer relating to the processing and payment of claims:

(i) to receive claims and process payment of benefits in accordance with applicable state(s) program guidelines required for the payment of workers' compensation claims;

(ii) to correspond with the claimants, providers of services and vendors if additional information is deemed necessary to complete the processing of claims;

(iii) to determine the amount of benefits payable;

(iv) to provide notice to claimants as to the reason(s) for denial of benefits (when such are denied) and to provide for the review of such denied claims;

(v) to receive and process for payment claims for benefits incurred prior to the Effective Date in consideration for the separate fees established in Exhibit B; and

(vi) at Customer's request, to provide specified additional services for such fees as the parties mutually agree;

(f) Subject to applicable law, all claims files, data, systems and records and associated documents and notices regarding the administration of claims and provision of services pursuant to this Agreement and the payment of claims and allocated loss adjustment expenses, may be audited, examined, and copied by Customer, its representatives, excess carriers, reinsurers or any state insurance department or other regulatory body that so requires, at Customer's expense, at any time or times during CorVel's normal business hours and with not less than thirty (30) days advance notice; and notwithstanding anything to the contrary contained in this Agreement.

(g) CorVel is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Customer, nor shall CorVel and Customer be deemed partners, joint venturers or governed by any legal relationship other than that of independent contractor as set forth herein. CorVel does not assume any responsibility for the adequacy of the funding of benefits or any act or omission or breach of duty by Customer.

(h) CorVel is not in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under Customer's workers' compensation program.

(i) CorVel may rely on instructions received from such person or persons as Customer may from time to time designate in writing, provided that no such instruction may vary the terms of this Agreement.

(j) Unless otherwise directed by Customer or precluded by law, CorVel shall seek subrogation recoveries on behalf of Customer and shall provide Customer with any recoveries obtained, minus the attorneys' fees and costs incurred in obtaining such recoveries. Customer represents and warrants that its workers' compensation program provides for rights of subrogation. Customer hereby delegates and/or assigns these subrogation rights and third party recovery rights to CorVel as its agent for purposes of subrogation only. Customer shall assist CorVel in its subrogation efforts by providing

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requested information and documentation. CorVel may engage the services of a subrogation management firm to assist with the identification and management of subrogation cases. The fees charged by the subrogation management firm will be deducted from any recovery. In those cases where the subrogation recovery efforts of the claimant's attorney should be compensated, Customer hereby delegates to CorVel full authority to act on behalf of the Customer to negotiate reasonable attorneys' fees. In those instances where Customer's subrogation lien, in the opinion of CorVel, should be compromised or abandoned, Customer hereby delegates to CorVel full authority to act on behalf of Customer to compromise or abandon the lien. Any determination by CorVel with respect to subrogation liens shall be final and conclusive, unless overturned by order of a limited arbitrary and capricious standard of review.

(k) CorVel shall consult and cooperate with Customer with respect to any loss or claim resulting in a lawsuit being instituted against Customer. Nothing in this Schedule shall be construed in any way as a waiver by CorVel of any attorney/client, work product or other applicable privilege with respect to any materials or documents prepared by CorVel or its counsel in anticipation of litigation.

(l) CorVel shall assist, cooperate and participate with Customer, carriers and reinsurers in connection with claim reviews and audits and catastrophic injury claim analysis and excess claim related reporting.

IV. SERVICE CRITERIA, STANDARDS AND GUIDELINES

(a) Assignments: Customer will notify CorVel, either via the CareMC Application, telephone or facsimile, that Customer's employee has sustained a work related injury. All new lost time claims will be acknowledged and established by CorVel within the next business day following such notice. The acknowledgement will included the name and contact information of the assigned adjuster.

(b) Contacts: As warranted, and always with regard to lost time, or anticipated lost time claim situations, initial contact with the injured employee will be made within the next business day following receipt of a new assignment claim. Contact with the health care provider and employer, if required will be made by the next business day.

(c) Investigation: Completed and documented within 30 days from date of CorVel's receipt of the assignment.

V. INVESTIGATIVE SERVICES

(a) CorVel shall provide investigative services ("Special Investigative Unit Services" or "SIU Services") via an outside panel through CorVel's third party vendor providing such SIU services a "Special Investigative Unit" or "SIU" to include, but not limited to:

(i) Receipt and examination of all reports of accidents, incidents, and claims cases which are or may be the subject of such liability claims;

(ii) Investigation of such accidents, incidents, claims or cases where examination warrants such investigation to include on-site investigation, photographs, statements of clients, claimants and witnesses, evaluation and determination of losses, and other such investigative services necessary to determine liability and losses, but not to include extraordinary investigative services as set forth in Section V(b)i below;

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(iii) Timely and periodic reporting to the Customer of the in-progress investigation efforts and the results of the investigations, as well as offering recommendations to the Customer of extraordinary investigative services, if required;

(iv) All reporting must be made via CorVel's third party SIU vendor's proprietary portal ("Portal") for any SIU Services to ensure full compliance. Customer shall direct assignment outside of Portal for any services or activities all fines or penalties for such action are the sole responsibility of the Customer.

(v) All compliance processes for SIU with the carrier or applicable state is completed by CorVel's third party SIU vendor where required. If Customer directs an investigations assignment outside of CorVel's third party SIU vendor for any compliance services or activities, all fines or penalties resulting from such action shall be the sole responsibility of the Customer.

(b) To the extent extraordinary investigative services are required, Customer agrees to pay the cost of all reasonable and supportable extraordinary investigative services such as, but not limited to, service performed by other adjusting and/or investigating companies, professional photographs, independent medical examinations, professional engineering services, laboratory services and legal services. CorVel shall order such extraordinary investigative services only with prior written authorization from the Customer. To the extent circumstances do not permit prior written authorization from the Customer, CorVel shall obtain verbal authorization from the Customer to proceed with the recommended extraordinary investigative services and CorVel shall promptly confirm in writing the verbal authorization provided by the Customer.

(c) If Customer utilizes its own third party vendor or internally provides SIU services, Customer shall be fully responsible and liable for any losses, liabilities, penalties, fines or fees which arise as a result of such services being provided outside of CorVel. Customer shall indemnify, defend and hold harmless CorVel from and third party claims brought against CorVel and for any liabilities, penalties, fines or losses incurred by CorVel arising from or relating to Customer's use of its own third party vendor or internally provided SIU services, except that the parties expressly understand and agree that investigatory or services provided by the Baytown Police Department, if any, shall not constitute SIU services within the meaning of this Agreement and/or Schedule.

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SCHEDULE 2A

Case Management Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

(a) Medical case management services are provided to optimize patient recovery and facilitate a safe transition back to work (collectively, the "Medical Case Management Services"). Medical case managers may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the claimant and the claimant's family.

(b) In certain states if requested by Customer, Medical Case Management Services may include vocational rehabilitation services.

2. DELIVERY OF SERVICES

(a) CorVel shall provide Medical Case Management Services to Customer upon receipt by CorVel of specific requests from Customer and as mutually agreed through the special handling instructions.

(b) Telephonic case management: Telephonic case management includes a four-point contact with each of the following (1) claimant, (2) employer, (3) claims adjuster and (4) health care provider. CorVel telephonic medical case manager personnel ("TCMs") do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating health care provider, (ii) channel or direct claimant to a PPO network health care provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work if applicable, and (v) subsequently provide periodic assessments of treatment and return to work plans. TCMs may recommend additional services or coordinate claim closure, as appropriate..

(c) Field case management: CorVel's field case management ("FCM") personnel perform field based case management services as directed by the employer and/or authorized third-party administrator which may include on-site contact with claimant, employer, and provider, as well as telephonic communication with the claims professional. FCM's provide the TCM services set forth in Section (b) above.

(d) Vocational case management: Vocational case management services may include the following: (i) coordinating return to work, (ii) providing job analysis, (iii) assisting with job placement, (iv) providing expert testimony, (v) assisting with job development, (vi) providing job analysis of essential and non-essential duties for employers under the Americans With Disabilities Act, (vii) providing vocational testimony, (viii) providing advice regarding job seeking skills, and (ix) providing transferable skills analysis.

(e) Utilization review:

(i) CorVel's utilization management program reviews proposed inpatient hospital admissions and ambulatory care to determine the appropriateness, frequency, length of stay, and setting for such proposed treatment. In addition, CorVel can monitor and assess the appropriate utilization of treatment for all orthopedic and soft tissue injuries requiring ambulatory diagnostics and treatment.

(ii) In California, certain medical diagnostics, treatments and durable medical equipment can be approved at the claims adjuster level. Utilizing the adjuster only approval letter allows the claim specialist to expedite medically necessary care, meet California Division of Workers' Compensation (DWC) regulations and Senate Bill 1160 that requires all treatment

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determinations are included in a database reportable to the DWC. This process is completed by CorVel's California utilization management departments.

(iii) CorVel nurses identify options to the claims adjuster based on nationally accepted medical guidelines, including the American College of Occupational and Environmental Medicine (ACOEM) Official Disability Guidelines (ODG); MDGuidelines and other nationally accepted treatment practice guidelines, as well as any state mandated treatment guidelines.

(iv) If applicable, medical necessity determinations are reviewed by a CorVel physician advisor. The physician advisor makes a final recommendation to the claims adjuster to approve or deny. If a final recommendation is made to deny treatment, the treating health care provider is notified in writing of the decision and the appeals process.

(f) Critical Incident Stress Debriefing Services ("CISD") : CorVel shall provide its Critical Incident Stress Debriefing Services ("CISD") to Customer. CISD is a core component of critical incident stress management. CISD is group and/or individual onsite or virtual meetings with employees who have witnessed or been subjected to a traumatic incident at work. CISD allows for employee ventilation, reassurance, education, continued productivity and stability. The goal of CISD is to mitigate the impact of the critical incident, accelerate employee recovery and facilitate identification of individuals who may benefit from additional services. Indicators for CISD include but are not limited to violence (burglary, assault, rape), motor vehicle accident, amputations, electrical shock, crushing injuries, machine injuries, thermal or chemical burns, witnessed fatality, weather-related incidents. Group and/or individual meetings are led by a CorVel medical case manager certified in CISD.

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SCHEDULE 2B
Care Advocacy Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

(a) CorVel's care advocate nurse ("Care Advocate Nurse") services are provided following the work injury to monitor the claimant's injury recovery, up to 30 days following injury. The Care Advocate Nurses oversee clinical assessment of the injury severity, validate/secure medical information, act as care facilitators and set expectations for medical care and return to work, empower the injured worker to participate in their own care and recovery, and perform the additional responsibilities identified in this Schedule 2-A below (collectively, the "Care Advocate Services"). Care Advocate Nurses may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the claimant and the claimant's family.

2. DELIVERY OF SERVICES

(b) CorVel shall provide Care Advocate Services to Customer upon receipt by CorVel of specific requests from Customer, however unless otherwise agreed to by the parties, those cases that meet the Care Advocate referral criteria as mutually agreed shall be automatically referred to the Care Advocate Services.

(c) Care Advocate Service includes a four-point contact with (1) claimant, (2) health care provider and (3) employer and (4) claims professional. CorVel care advocates do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating health care provider, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, if applicable and (v) subsequently provide periodic assessments of treatment and return to work plans up to 30 days following the work injury. Care Advocate Nurses may recommend additional services or coordinate claim closure, as appropriate.

(d) Care Advocate Nurses are responsible for completing detailed documentation within CareMC focusing on the claimant's medical condition, treatment plan and return to work status. Documentation includes but is not limited to primary injury diagnosis, comorbidities, treatment plan, medical goals, obstacles to recovery, work status and return to work.

(e) Care Advocate Nurses facilitate the timely delivery of authorized medical care to optimize recovery.

(f) Care Advocate Nurses empower the injured worker to participate in their own care and recovery.

(g) Care Advocate Services nurses assess appropriate medical follow-up, work closely with the claim team and injured worker to identify potential barriers to recovery that may require further follow-up or additional services and complement medical action plans to optimize timely recovery and restoration of function.

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SCHEDULE 3A
Bill Audit, Review and Payment Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

(a) CorVel's proprietary bill review program enables an application of the appropriate Standard Fee Schedules or usual and customary values, includes PPO, Technical and Clinical Review, and CERiS, applied to provider bills.

2. **DEFINITIONS**

Bill (per Bill): Each transaction of a bill is considered a separate per bill count. CorVel is able to logically link transactions across logical sequences, but each is its own bill transaction.

Bill Review Cap: The bill review cap represents the maximum amount of medical bill review fees that will be charged for the evaluation of a single medical bill. The fees include the cumulative bill review fees charged and collected by CorVel for all transactions of the same initial medical bill. All taxes plus ancillary or third party fees are excluded from the calculation of the cap.

Clean/Prepared Bill: When the provider charges are deemed to be an accurate reflection of the services rendered based on the provider's documentation. Network Solutions savings such as Clinical Review and Technical Evaluation and other review types can be applied first to the bill for the bill to qualify for the Prepared Bill status. Once at the prepared bill state Standard Fee Schedule savings can be applied.

Clinical Review: An additional level of review performed by nurses, system, or coding experts to evaluate appropriateness, relatedness of submitted charges with provided documentation.

Implant Analysis: Review of implant charges submitted to a proprietary pricing database and documentation. Implant Analysis results are included as part of Clinical Review.

Line Item Bill Review (LIBR):

Out of Network Line Item Bill Review:

- Original charge data
- U&C review by zip code
- Fee re-bundling and error removal
- Separation of charges by diagnosis/procedure
- Facility to facility cost comparison
- Individual facility chargemaster analysis and price trending

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Fair and Reasonable - Universal Chargemaster: The Universal Chargemaster is a compilation of individual hospital line item descriptions from over 85% of the nation's hospitals. It is a virtual thesaurus of hospital billing terms, codes and abbreviations. Specific, unique line item descriptions are defined by the Universal Chargemaster and appropriately compared to the same service or supply for other hospitals in the same geographical area.

Minimum Transaction Fee (MTF): For each bill transaction if the fees on a bill transaction instance do not meet the minimum transaction fee amount, the difference between the fees and the min transaction fee will be automatically added to the fees.

Negotiations: A one time or ongoing agreement with the provider to accept a specific payment amount.

PPO Network Access: A preferred provider organization (PPO) is a medical care arrangement in which medical professionals and facilities provide services at a negotiated/contracted rate. PPO medical and healthcare providers are called preferred providers.

Provider Sendback: Sendbacks occuring when a bill instance does not have enough supporting information from the provider to be a Prepared Bill. The bill is sent back to the provider requesting further information.

Standard Fee Schedule: Savings defined as the amount reduced from the Prepared Bill status to the jurisdictional state fee schedule amounts when those amounts are expressly assigned a specific value, not through reference methodologies developed by a third party or federal agency.

Substantive Denials: Sendbacks occur when a bill instance does not have enough supporting information from the provider to be a Prepared Bill. The bill is sent back to the provider requesting further information. If the provider does not provide the necessary supporting information after 90 days of the sendback status all bill savings will be considered Substantive Denial Savings and charged accordingly through an automatic bill instance. If the bill is later submitted through another bill instance with further information from the provider, another review will occur which may reverse all or part of the Substantive Denial savings and fees.

Technical Evaluation: Applicable to bills when reimbursement is not fully addressed in the jurisdictional fee schedule. State regulations may require payment to be made in accordance with payment methodologies developed by a third party (typically the Centers for Medicare and Medicaid Services (CMS)), often with exceptions or special exemptions added by the state.

UCR: "UCR" is defined as :

· Usual – A charge is considered "Usual" if it is the fee that most providers in the area charge for the same service.

· Customary – A charge is considered "Customary" if it is within the range of fees that most providers who practice in the area charge.

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· Reasonable – A charge is considered "Reasonable" if it is both usual and customary or if it is justified by the Payor because of complexity. Payor, CorVel or its designees use a nationally recognized third party database for UCR charges.

In determining UCR prevailing rates, Payors, CorVel or their designees use either (a) CorVel's Enhanced Bill Review database or other nationally recognized databases to provide benchmarks for hospital charges in a hospital Health Care Provider's geographic area and (b) databases provided by FAIR Health, Inc. or other nationally recognized databases to provide benchmarks for charges by non-hospital Health Care Providers in the applicable geographic area. The UCR prevailing rate is the 80th percentile of the relevant database benchmark for the fees and charges in Provider's geographic area.

2. DELIVERY OF SERVICES

(a) Customer's Obligations

(i) During the term of this Agreement, unless agreed to otherwise by the parties in writing, Customer shall utilize CorVel exclusively for audit, review and repricing services for Bills related to workers' compensation claims. A breach of the foregoing obligation shall constitute a material breach under this Agreement. Without limiting any other remedies available under law, a breach of the foregoing obligation with respect to PPO (as defined in Schedule 7) Provider Bills will result in immediate termination of all PPO discounts provided by CorVel.

(b) CorVel's Obligations

(i) CorVel shall provide Bill Review Services described herein to Customer upon receipt of specific requests from Customer. In the absence of instructions from Customer to the contrary, which CorVel must approve, Bill Review Services shall be performed as described herein.

(ii) Bill Review Services shall be completed within a reasonable period of time of CorVel's receipt by CorVel of all necessary billing information from Customer ("Complete Billing Information").

(iii) To facilitate timely processing CorVel shall process (A) each Provider Bill within a reasonable period of time and within industry standards after CorVel's receipt thereof, and (B) batches of Provider Bills on a daily basis or as volume dictates.

(iv) CorVel shall process PPO Provider reimbursements on behalf of Customer industry standards from receipt of the corresponding Bill Review Audit analysis from CorVel.

(v) CorVel will be responsible for monitoring, "flagging" and returning to Customer duplicate copies of a Bill ("Duplicates").

(vi) Any conflicts or complaints from medical providers ("Complaints") concerning Bill Review Services completed by CorVel initially will be handled directly by CorVel. CorVel will provide an initial response to a Complaint and will send a written response to the complainant that summarizes the nature of the Complaint and the steps CorVel has taken to resolve it. Customer may be asked to interject itself into a Complaint between CorVel and a medical provider to resolve the Complaint in a manner acceptable to Customer and as needed by CorVel. Notwithstanding the foregoing, Customer shall retain full responsibility for payment of all benefits and any other expenses or services required to be paid or provided under applicable policies or state and federal workers' compensation laws.

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(vii) CorVel agrees to supply Customer in the CorVel's standard format a transmission reflecting the results of the Bill Review Services provided hereunder.

(c) Savings for the Fee schedule or usual and customary service shall be:

(i) for states having a Standard Fee Schedule: (A) the medical provider's original bill amount; less (B) the billed amount resulting from the allowance based on specified conversion factor(s) multiplied by referenced value(s).

(ii) for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from UCR.

(d) Scanning Services

(i) CorVel will provide Scanning Services and, when appropriate, Optical Character Recognition ("OCR") Services. CorVel will timely and within industry standards, scan all bills and attached medical notes delivered to CorVel necessary for providing Bill Review services. Subject to applicable law and obtaining any required authorizations, CorVel also shall provide Scanning Services for additional claim-related documentation.

(ii) All material scanned by CorVel hereunder shall be accessible to Customer through CareMC.

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SCHEDULE 3B

Clinical and Technical Assessment Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

(a) Clinical Review and Technical Evaluation Services ("Review Services"). CorVel provides Review Services to evaluate state specific complex rules and verify coding by health care providers when appropriate and supported by documentation. Review Services can include clinical review to validate coding is correct for all applicable health care provider bills, bills, and all hospital bills (inpatient and outpatient) including:

(i) review and analysis of codes, charges, and billing structure for incorrect coding, incorrect billing, bundling, and up-coding of procedures which affect Standard Fee Schedule values;

(ii) review of Bills, records, and documentation by a nurse and/or by a coder;

(iii) separation of charges not related to the compensable injury;

(iv) review and apply complex state specific rules;

(v) application of utilization review determinations and clinical edits;

(vi) diagnostic related group validation (i.e., verification that the diagnostic related group billed is appropriate for the services rendered); and

(vii) cost shifting of revenue and CPT codes.

2. DELIVERY OF SERVICES

(a) CorVel will timely and within industry standards, complete Review Services and return the reviewed Bills to Customer, with any adjustments to identified overcharges.

(b) Savings for the Review Services shall be calculated as follows:

(i) for states having a state mandated Standard Fee Schedule: (A) the Bill amount in the Standard Fee Schedule; less (B) the Bill amount resulting from the Clinical Review services.

(ii) for states not having a state mandated Standard Fee Schedule: (A) the health care provider's original Bill amount; less (B) the Bill amount resulting from the Clinical Review services.

(iii) for states having a state mandated Standard Fee Schedule (A) the medical provider's original Bill amount; less (B) the Bill amount resulting from Technical Evaluation services.

(iv) for states not having a state mandated Standard Fee Schedule: (A) the medical provider's original Bill amount; less (B) the Bill amount resulting from the Technical Evaluation services.

(v) Customer Responsibilities. Customer shall pay bills reviewed by CorVel in a timely manner in accordance with all state guidelines, and agrees to waive any bill audit and/or other retrospective reviews regarding all bills for which CorVel has secured a reduction from the original billed charges.

(vi) If a health care provider submits an appeal, the Bill will be reviewed again and, if any adjustment is necessary, CorVel will provide that information on the explanation of review ("EOR").

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SCHEDULE 3C

CERIS
(Hospital Bill Itemization Review Services; Negotiation Services; Implant Cost Review Service)
Terms and Conditions

1. DESCRIPTION OF SERVICES

(a) Line Itemization Review Services. CorVel's Enhanced Bill Review Services division CERIS, Inc., an affiliate of CorVel, performs the services to audit and validate facility, ambulatory surgical centers, and other high dollar Bills) to ensure that the charges are accurate and appropriate ("Bill Itemization Review Services"), including: (i) procurement of actual bill itemization, (ii) a line-by-line validation and comparison of the itemization description charges actually billed by a particular healthcare provider to what CMS billing guidelines allow to be separately billed to identify and remove inappropriate charges, and then a comparison of the audited and validated itemization description charges to the average itemization description charges utilized by other healthcare providers within a pre-designated geographic area, and (iii) a review of charges that fall outside of any pre-contracted discounts or fee schedules. Once the Itemization Review Services have been completed, CorVel will generate payment recommendations for such bills in accordance with the Customer's "Payors Allowable" language. TheBill Itemization Review Services do not include negotiation services or Implant Cost Review Services.

(b) Negotiation Services. Bill Itemization Review Services further includes negotiation services after they have been audited and validated via the Bill Itemization Review Services, as mutually agreed between CorVel and Customer ("Negotiation Services"), including: CERIS will (i) contact the provider and negotiate to seek the provider's agreement to the negotiated rates, (ii) use its commercially reasonable efforts to enter into an agreement regarding negotiated rates in accordance with a mutually agreed upon schedule maintain, and (iii) maintain signed agreements regarding such rates. .

(c) Implant Cost Review Service. CERiS will perform the following review services with respect the applicability of the Customer's "Payors Allowable" plan or policy language that specifically addresses implant payments and costs ("Implant Cost Review Services"):, including. (i) identify and provide the manufacturers implant cost through its proprietary repository of national implant invoice data. CorVel then determines the recommended payment in accordance with the Customer's "Payors Allowable. In the event there is insufficient implant invoice data for the requested implant, CorVel will notify the Customer and CorVel shall not be responsible for any costs, fees, damages or penalties for any such inability of CorVel to produce a cost savings per Customer's request.

(d) The services identified in this Schedule 3(C), 1a, 1b, and 1c shall be referred to as "CERIS Services" herein.

2. DELIVERY OF SERVICES

(a) When applicable CorVel will timely within industry standards, complete CERiS Services and return the reviewed Bills to Customer, together with a written summary of any recommendation for adjustments to identified overcharges.

(b) Savings for the CERiS Services shall be calculated as follows:

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(i) for states having a state mandated Standard Fee Schedule: (A) the bill amount in the Standard Fee Schedule; less (B) the bill amount resulting from CERiS Services.

(ii) for states not having a state mandated Standard Fee Schedule: (A) the health care provider's original bill amount; less (B) the bill amount resulting from the CERiS Services.

(c) Customer Responsibilities

(i) Customer shall pay bills reviewed by CorVel via the CERiS Services in a timely manner in accordance with all state guidelines, and agrees to waive any bill audit and/or other retrospective reviews regarding all bills for which CorVel has secured a reduction from the original billed charges.

(ii) Customer will identify all bills that are not eligible for CERIS Services due to: (A) compensability; (B) a pre-negotiated rate with Customer or other previously established discount; (C) services that are "review only" due to litigation or other non-payment issues; and (D) duplicate bills.

(d) If a health care provider questions the adjustment and/or balance bills the claimant, and the claim payor notifies CorVel of such communication, CorVel will provide documentation of its findings. If the health care provider provides corrective or qualifying information sufficient to alter CorVel's original adjustments, CorVel will revise its report, advise the claim payor of the new, corrected adjustment. Only in the event of a successful appeal of the reduction of the bill by the health care provider shall Customer be entitled to receive a reimbursement for the portion of the fee previously charged for the amount of the adjustment successfully appealed.

SCHEDULE 4A

Preferred Provider Network Access Services (PPO)
Terms and Conditions

1. DESCRIPTION OF SERVICES

(a) CorVel's preferred provider organization is a network of hospitals, physicians and other providers ("Participating Providers") that offer services at pre-negotiated health care provider rates ("PPO Network").

2. DELIVERY OF SERVICES

(a) CorVel will provide Customer with access to its PPO Network provided it is the exclusive preferred provider organization utilized by Customer. CorVel may at any time and in its sole discretion add and/or terminate any provider to or from the PPO Network.

(b) CorVel will provide Customer with a web-based directory of its PPO Network providers.

(c) Customer agrees that, during the Term of this Agreement Customer will not contract directly or indirectly with Participating Providers made known to Customer under this Agreement.

(d) Customer will make reasonable effort to channel all claimants to the Participating Providers as are allowed under the laws of that service area or state.

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SCHEDULE 5

CAREIQ Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

CareIQ is CorVel nationwide ancillary benefit management program (the "CareIQ Services"). CareIQ's network is comprised of direct provider contracts, affiliate networks and national vendor agreements. CareIQ is responsible to pay rendering providers timely for covered and approved services performed.

The CareIQ Services includes; referral management and coordination, billing and invoicing, credentialed provider network management, and/or clinical oversight of treatment. Additional services include: durable medical equipment, home healthcare, transportation, interpretation, imaging and diagnostics, independent medical examinations, age of injury determinations, physical therapy, occupational therapy, and other rehabilitation and ancillary healthcare services.

2. PAYMENT FOR CAREIQ SERVICES

CorVel shall invoice and bill the CareIQ Services directly to the specific claims file.

Notwithstanding anything else in this Agreement, including Exhibit B, CorVel reserves the right to increase and amend the CareIQ-related Fees set forth herein upon and in accordance with specific state mandated fees being incresed by each state and then notifying Customer in accordance with Section 12(A) of this Agreement's General Terms and Conditions. Customer shall, if such amendment is unacceptable, have thirty (30) calendar days from the date provided by CorVel to reject such amendment to CareIQ-related Fees by delivery of written notice of rejection to CorVel. If CorVel does not receive Customer's notice of rejection within such thirty (30) calendar day period, the amendment to the CareIQ-related Fees shall be deemed accepted by Customer and this Agreement shall continue in full force and effect, as so amended. If CorVel receives Customer's timely notice of rejection, then the amendment to CareIQ-related Fees shall be effective upon the beginning of the next Renewal Term.

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SCHEDULE 6

Pharmacy Benefit Program
Terms and Conditions

1. DESCRIPTION OF SERVICES.

(a) CorVel shall be the exclusive provider of pharmacy program services ("Pharmacy Services") to Customer, inclusive of CorVel's PBM program and CorVel's network of Participating Pharmacy Providers.

2. DEFINITIONS.

(a) "**Acquisition Price**" shall mean CorVel's cost of the Covered Drug plus a processing and management fee.

(b) "**AWP**" shall mean the average wholesale price for a Brand Drug or Generic Drug product. CorVel bases Customer pricing off of the reported AWP value from Medi-Span and the date of Pharmacy Services.

(c) "**AWP Discount**" shall mean the PBM discounts CorVel applies, per Customer's negotiated rates, to the covered Brand and Generic Drug products, Compound Drugs and Specialty Medications.

(d) "**Brand Drug**" shall mean a Covered Drug defined as a brand name drug in PBM proprietary ("GCC") logic.

(e) "**Compound Drugs**" shall be systematically identified when processing through the PBM via the Formulary. Drug compounding is often regarded as the process of combining, mixing, or altering ingredients to create a medication tailored to the needs of an individual patient. Compounding includes the combining of two or more drugs. Compounded Drugs are not FDA-approved.

(f) "**Concurrent Drug Utilization Review**" or "**Concurrent DUR**" shall mean the algorithm systematically applied at a Participating Pharmacy Provider before dispensing that considers the Presenting Drug's safety and efficacy in context with other drugs that have been dispensed. In addition, the algorithm includes applicable protocols and guidelines based on the Presenting Drug and specific claim history, such as the time period from the last fill of the same Drug.

(g) "**First Fill**" shall mean a prescription filled by a Participating Pharmacy Provider for a limited supply of Covered Drugs for a claim that is not, at the time, eligible. First Fill transactions follow CorVel's First Fill Formulary.. The First Fill Formulary is for the immediate treatment of injuries, including common exposure drugs/vaccines. The pharmacy is instructed to fill any formulary prescription written by the treating physician, whether or not the claim is accepted as a workers' compensation claim. Most claims are ultimately accepted.

(h) "**Formulary**" shall mean CorVel's workers' compensation standard or state specific drug/drug class and brand/generic specific triggers systematically applied at a Participating Pharmacy Provider before dispensing a Presenting Drug that prompts the pharmacy through its adjudication

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system to either: dispense the Presenting Drug, convert from brand to generic, or attain approval to dispense.

(i) "**Generic Drug**" shall mean a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that (i) is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient; and (ii) defined as a generic drug in PBM proprietary GCC logic. In the adjudication process, CorVel applies Customer's negotiated Generic Drug discount rate to the AWP value of Covered Generic Drugs.

(j) "**GCC**" shall mean PBM proprietary Generic Code Conversion logic. GCC logic converts Medi-Span codes to the brand and generic codes used for claims adjudication.

(k) "**Good Samaritan (Emergency) Fill**" shall mean a limited supply of Covered Drugs that are outside of the Formulary and typically dispensed outside of normal business hours (overnight, weekends or holidays) by a Participating Pharmacy Provider without Customer's or CorVel's approval in order to meet, in the pharmacist's professional judgment, an immediate or urgent need. Customer is responsible for payment of drug charges processed through Good Samaritan Fills; CorVel assumes no liability.

(l) "**Mail Order Program**" or "**Home Deliver Program**" shall mean the managed program from which Covered Drugs are dispensed and billed through CorVel's PBM. A pharmacy's status as a mail order pharmacy does not indicate participation in the CorVel PBM Mail Order Program. Mail Order participation is limited to designated pharmacies operating within the strict parameters of CorVel's Mail Order Program.

(m) "**Multi Source Brand**" shall mean a Covered Drug specified as a brand name drug available from more than one manufacturer as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may be selected by CorVel). Multi Source Brand Drugs are eligible for conversions to Generic Drugs at the Participating Pharmacy Provider.

(n) "**Multi Source Generic**" shall mean a Covered Drug specified as a multi source generic as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may by selected by CorVel). Generic Drugs in their six month exclusivity period or limited supply drugs may be excluded from Multi Source Generic Drugs.

(o) "**Participating Pharmacy Provider**" shall mean a pharmacy provider identified within CorVel's PBM that is obligated to (i) accept a CorVel contracted rate, and (ii) apply mandated processes and CorVel's Formulary and Concurrent Drug Utilization Review program at point-of-service before dispensing prescribed medications.

(p) "**PBM**" shall mean pharmacy benefits manager. CorVel performs as the PBM on behalf of its Customers.

(q) "**Presenting Drug**" shall mean the drug ordered by the prescriber and presented on a signed prescription to a Participating Pharmacy Provider and processed through CorVel's PBM.

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(r) "**Rate Application Exceptions**" per Billing and Payments of Pharmacy Program (below), the CorVel Acquisition Price will be applied when either state fee schedule values or AWP Discount rates are lower than CorVel's Acquisition Price.

(s) "**Single Source Brand**" shall mean a Covered Drug specified as a brand name drug available from only one manufacturer as determined by CorVel primarily using a combination of data fields provided to CorVel by Medi-Span (or another nationally available reporting source that may by selected by CorVel). Single Source Brand Drugs are not eligible for conversions to Generic Drugs.

(t) "**Single Source Generic**" shall mean a Covered Drug as determined by CorVel that may not have been purchased by pharmacies at standard Multi Source Generic Drug rates because of limited manufacturers, limited supply or exclusivity rights. In the adjudication process, Customer's Brand Drug AWP Discount value may be applied to Single Source Generic Drugs.

(u) "**Specialty Medications**" shall mean certain pharmaceuticals, biotech or biological drugs, that are Covered Drugs used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling. In the adjudication process, Customer's claims professional's approval is required, and Customer's Brand Drug AWP Discount value and dispensing fee may be applied irrespective of the Presenting Drug's GCC status.

3. DELIVERY OF SERVICES.

(a) CorVel shall provide its PBM program and network for the benefit of Customer.

(b) Eligibility, First Fill, Pharmacy Identification (ID) Cards, and Mail Order/Home Delivery.

i. Pharmacy ID cards contain the necessary data elements to enable a Participating Pharmacy Provider to electronically process through and transmit claim data to CorVel's PBM. This electronic transmission occurs at the point of sale and is required for application of Formulary, Concurrent Drug Utilization Review and contractual pricing.

ii. Customer agrees to promptly provide CorVel all information needed to produce and distribute Pharmacy ID to claimants. Subject to applicable law, Customer will instruct claimants to use the pharmacy ID cards at Participating Pharmacy Provider in order to facilitate the CorVel's PBM program.

iii. Distribution of pharmacy ID cards does not guarantee that pharmacy ID cards will be appropriately utilized by claimants or Participating Pharmacy Providers. Therefore, Customer understands that claims assigned by Participating Pharmacy Providers to third party billers or paper bills submitted by Participating Pharmacy Providers are not adjudicated through the prospective PBM.

iv. CorVel agrees to produce and distribute pharmacy ID cards to claimants upon receipt of all necessary claimant information from Customer. CorVel will also send an introduction letter to the claimant along with the pharmacy ID card.

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(c) CorVel will provide access for claimants to the Mail Order Program. CorVel will work with Customer to establish the parameters of the Mail Order Program and the process which will be utilized to encourage claimant use of the Mail Order Program.

(d) CorVel's PBM will present a proprietary or state mandated Formulary to Customer. Upon presentation of identification to a Participating Pharmacy Provider, the Formulary will trigger the Participating Pharmacy Provider's adjudication system to either:

i. Automatically dispense certain medications, or

ii. Obtain Prior Authorization (PA) approval from claims adjustor dispense,

(e) CorVel's PBM will implement a Concurrent DUR program on behalf of Customer. Concurrent DUR includes a review of the drug history at the time the prescription is presented. Absent Customer's directions, Concurrent DUR shall be performed in accordance with CorVel's standard PBM service model.

4. BILLING AND PAYMENTS OF PHARMACY PROGRAM.

(a) Financial obligations of parties.

(i) Customer shall be financially responsible for all drug charges incurred by claimants for dispensed medications processed under CorVel's PBM.Customer shall timely pay CorVel's invoice. Invoices will reasonably detail the computation of the charges and fees owed.

(ii) Subject to sub-Section IV(a)(iii), Customer Claims Professional determines, within thirty (30) calendar days of Customer's receipt of CorVel's PBM invoice, that specific Formulary and non-Formulary drugs should not have been dispensed, Customer Claims Professional should inform CorVel as soon as possible. CorVel will then request a reversal from the Participating Pharmacy Provider. If granted, CorVel will reverse the drug charges, however, if the Participating Pharmacy Provider does not grant CorVel's request, Customer is responsible for payment of the drug charges.

(iii) Customer's Claims Professional may timely dispute charges by notifying CorVel for any of the following reasons:

A. CorVel's PBM and/or the Participating Pharmacy Provider's violation of Formulary or the utilization review parameters set forth in Customer's Concurrent DUR program, or in the claimant level Formulary; or

B. Duplicate or inadvertent entries or other clerical mistakes on a PBM invoice.

(b) Invoicing and Payment.

(i) On a per Covered Drug basis CorVel will apply daily for all drug charges and fees related to the PBM directly to the claim file.

(ii) CorVel shall invoice and bill directly all prescription fees to the specific claims file.

(iii) CorVel uses Medi-Span as our AWP data source. CorVel's Medi-Span database is updated daily and AWP values are applied on the date of dispense.

(iv) In all states with the exception of California,

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(v) In all states except Massachusetts, Customer will be billed the lessor of the state fee schedule value or the AWP Discount rate. Rate Application Exceptions will apply when state fee schedule value or AWP discount rate is lower than the CorVel Acquisition Cost. In Massachusetts Customer will be billed at the state fee schedule value.

(vi) Both parties understand that pricing indices historically used (including under this Agreement) for determining the financial components of pharmacy billing rates are outside the control of CorVel and Customer. The parties also understand there are extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions and expectations of both parties as intended under this Agreement.

(vii) Both parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been and is to maintain pricing neutrality as intended and not to benefit one party to the detriment of the other. Accordingly, to preserve this mutual intent, if pricing neutrality does change and CorVel undertakes any or all of the following:

A. Changes the AWP source, or other source if AWP is not applicable, across its book of business (e.g., from Medi-Span to First Databank); or

B. Maintains AWP, or other source if AWP is not applicable, as the pricing index with an appropriate adjustment in the event the AWP, or other, methodology and/or its calculation is changed, whether by the existing or alternative sources; or

C. Transitions the pricing index from AWP, our other source if AWP in not applicable, to another index or benchmark (e.g., to Wholesale Acquisition Cost);

Customer's negotiated PBM pricing will be modified as reasonably and equitably necessary to maintain the pricing intent under this Agreement.

SCHEDULE 7

Peer Review/Medical Records Review Program
Terms and Conditions

1. DESCRIPTION OF SERVICES.

(a) CorVel shall provide access, and deliver the services described in this Schedule 7 in connection with such access, to a panel of medical professionals who have been credentialed by CorVel as "Credentialed Providers" and who will perform Peer Review ("Peer Reviews") and Medical Record Reviews ("MRRs").

(b) Peer Review/Medical Records Review is defined as the process of reviewing and commenting on the work, decisions and/or recommendations by one's equal (peer) to ensure that it meets specific criteria such as federal and state regulations, and nationally accepted standards of care in rendering medical services.

2. DELIVERY OF SERVICES.

(a) CorVel shall work only with Credentialed Providers under this Agreement. "Credentialed Providers" are medical professionals with respect to whom CorVel has performed its standard credentialing process. CorVel shall also verify that the medical professionals who are

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Credentialed Providers meet all applicable statutory and/or legal requirements regarding who can conduct a Peer Review or MRR.

(b) Customer shall have the right to nominate medical professionals as candidates for addition to the panel of Credentialed Providers provided by CorVel for access by Customer ("Credentialed Panel"), subject to such medical professionals being credentialed by CorVel as Credentialed Providers.

(c) Customer shall have the right, with written notice to CorVel, to request that CorVel cease using a specific Credentialed Provider from the Credentialed Panel for Customer's claimants. Upon receipt of such notice from Customer, CorVel shall promptly cease using the specified medical professional as requested by Customer in such notice.

(d) Customer may submit a request for a Peer Review or a MRR via phone, fax, or electronically via CorVel's CareMC website, if applicable. CorVel shall ensure that the MRR is assigned to a provider within two (2) business days of receipt of request or in accordance with applicable State law.

(e) CorVel will copy required medical records for the Peer Review or MRR as provided by the Customer's file handler or legal office. CorVel will obtain additional medical records as requested.CorVel shall deliver to Customer completed Peer Review and MRR reports within 7 business days of assignment to the Credentialed Provider. Prior to such delivery to Customer, CorVel shall complete its quality review of such report.

(f) CorVel shall provide Customer quarterly activity reports within twenty (20) business days following the applicable quarter.

SCHEDULE 8A
Medicare Set-Aside Services
Terms and Conditions

1. DESCRIPTION OF SERVICES

CorVel's Medicare Set-Aside Services ("Medicare Set-Aside Services") consist of:

(a) Medicare Set-Asides: CorVel provides an extensive review of medical records and medical bills, producing a comprehensive report and cost projection outlining future Medicare eligible costs in anticipation of settling out future medical care on a Customer's claimant. Costs are determined through CorVel's proprietary bill review system as well as utilization of the online Red Book™ access for medication costs. Red Book™ is the accepted authority by Centers for Medicare & Medicaid Services (CMS) for pricing on all medications.

(b) Life Care Plans/Future Cost Projections: Life Care Plans/Future Cost Projections are a plan for optimal utilization of health care dollars that document objective view of the future health needs, services and related costs. It provides for comprehensive reports summarizing medical treatment and care and outlining life time needs for a Customer's employee or injured individual when they are catastrophically injured. Life Care Plans/Future Cost Projections are also used both for litigious settlements as well as projecting reserves setting.

(c) Medicare Conditional Payment Resolution: CorVel shall secure Medicare Conditional Payment letters and dispute the Medicare Conditional Payments unrelated to the claim. CorVel communicates directly with the Medicare contractors, the CRC (Commercial Repayment Center)

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or BCRC (Benefits Coordination & Recovery Center) to resolve the Medicare Conditional Payment debt.

2. DELIVERY OF MEDICARE SET ASIDES SERVICES

(a) Customer/Carrier shall provide the CorVel Medicare set-aside hub office with a copy of the first notice of injury, most recent two years of medical records and medical bills including indemnity payout, all operative reports, IMEs/AMEs as well as orders rendered by the workers' compensation judicial system. Appropriate releases for completion of request for service will be forwarded either to the Customer or, at the Customer's request, directly to counsel representing the claimant to obtain the claimant's signature.

(b) Customer may submit a request for a Medicare Set-Aside via email, phone, fax, or electronically via CorVel's CareMC Online Services, if applicable.

(c) A certified Medicare Consultant ("Consultant") will review the medical records and bill summary, prepare a detailed summary of the records and a projection for future medical expense which are Medicare eligible. If requested, the Consultant will also provide a projection of those costs which are not Medicare eligible in order to provide the customer with their total medical exposure.

(d) The Consultant will return the completed Medicare Set-Aside report to the Customer within fifteen (15) business days of receiving all relevant medical records and related information. If a rated age is warranted, the Consultant will acquire same. If the Medicare status of injured party is unknown or unclear, a request for Medicare status will be submitted to the Social Security Administration. Once the Medicare status is known, the coordination of benefits contractor will be notified and conditional payments requested.

(e) Upon Customer's request, CorVel's Medicare Set-Aside Hub office will submit through the web-portal all required documents to enable CMS to review and approve the proposal. Items submitted include the Medicare Set-Aside report, the tentative settlement amount, along with other required documentation, to CMS. Upon receipt, CorVel's Medicare Set-Aside Hub office will forward the CMS determination letter to the Customer. Final executed settlement documents (reflecting CMS recommended Medicare Set-Aside amount) will be provided to CorVel's Medicare Set-Aside Hub by the Customer/counsel and then forwarded by CorVel to CMS through the web-portal.

(f) Upon request from Customer, CorVel shall provide Customer quarterly activity report within twenty (20) business days following the applicable quarter.

3. DELIVERY OF SERVICES OF LIFE CARE PLANS/FUTURE COST PROJECTIONS

(a) Customer shall provide all available medical records and billing to CorVel's Medicare Set-Aside Hub office as well as any other pertinent records for initial review.

(b) For a life care plan, a visit to the residence of the Customer's employee or injured individual with interview of claimant and family will be conducted after permission is acquired by the Customer. The interview will include evaluation of the home setting, extensive information gathering, and pictures of the various equipment and housing structures.

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(c) Letters will be sent to all treating physicians to obtain their opinions on future medical treatments including medications and therapies for the claimant. The physician's opinions will be included as recommendations within the life care plan summaries.

(d) Future cost projections are utilized to immediately set reserves for future medical needs regarding catastrophic or major injuries. Home visits are not conducted for a future cost projection.

(e) Customer may submit a request for a life care plan or future cost projection via email, phone, fax, or electronically via CorVel's CareMC Online Services, if applicable.

SCHEDULE 8B
Medicare Agent Services – Managed Care Customer
Liability Claims
Terms and Conditions

I. DESCRIPTION OF OTHER SERVICES

In order to assist Customer, as a Responsible Reporting Entity ("RRE"), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services ("CMS") under the Medicare/Medicaid and S-CHIP Extension Act of 2007, Section 111 (the "Act") regarding certain injured parties who are Medicare Beneficiaries, CorVel provides Medicare Agent services as described below subject to the provisions of the final regulations to be issued by CMS.

II. DESCRIPTION OF MEDICARE AGENT SERVICES

(a) Upon designation as Customer's Medicare Agent, CorVel shall provide Customer assistance with Customer's registration as a Responsible Reporting Entity ("RRE").

(b) CorVel and Customer will establish a manual interface to facilitate the exchange of specific claims data required to be reported to CMS under the Act; thereafter, as Customer's designated Medicare Agent, CorVel will initiate a test file interface with CMS within the statutory timeframes required by CMS under the Act.

(c) Upon successful completion of the test file interface, CorVel will commence an ongoing monthly query process on behalf of Customer where CorVel will transmit through the CMS Query Tool certain basic claims data elements (claimant name, social security number, date of birth and gender) on the liability claims the Customer provides to CorVel via the manual interface, for CMS to determine if such claim data elements match a valid CMS record indicating Medicare eligibility. CorVel will report the results of such query on CareMC and in a Monthly Eligibility Query report for Customer to review. In the event the Medicare Reporting Queue determines any such liability claim is invalid due to an error or missing information, then Customer shall be responsible for reviewing, researching and correcting such claims data from the Monthly Eligibility Query report supplied by CorVel to the Customer, for resubmission by CorVel through the CMS Query Tool on the next monthly query process transmission; provided, however, if Customer so requests, CorVel will provide such research regarding

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Medicare eligibility at an additional hourly rate and such research shall include claimant's name, social security number, date of birth, gender and any other required data field.

(d) Once it is determined through the Medicare Reporting Queue that a liability claimant is Medicare eligible, the Customer will provide CorVel through the manual interface all data elements necessary to commence the transmission of mandatory quarterly electronic claims reporting of those liability claimants to the CMS Benefits Coordination & Recovery Center (BCRC) on Customer's behalf within the specific 7-day reporting period assigned to Customer by CMS. A copy of the initial report shall also be posted by CorVel on CareMC for Customer to review. The BCRC will confirm either acceptance of the Medicare eligible claims thus reported or return any files for which data is missing or incorrect. CorVel shall post on CareMC and provide Quarterly Claim Submission reports to the Customer with any error reports from the BCRC showing such files containing missing or incorrect data for Customer to research and correct by the manual interface to CorVel. Once corrected, CorVel will enter the data and resubmit such files to the BCRC during the next quarterly reporting file.

(e) CorVel, as Customer's designated Medicare Agent, will continue to electronically transmit to the BCRC on a quarterly basis all new and updated liability claims provided by the Customer to CorVel through the manual interface, identified through the Medicare Reporting Queue and the Customer provided CorVel the necessary data to report the Customer's Medicare eligible claims.

(f) CorVel, as Customer's designated Medicare Agent, will also electronically transmit to the BCRC any monetary settlement data received by the Customer to CorVel through the manual interface on Customer's Medicare eligible claims.

(g) CorVel shall provide Customer quarterly activity reports within twenty (20) business days following the applicable quarter.

III. LIMITATION OF LIABILITY REGARDING MEDICARE AGENT SERVICES

In order to assist Customer, as a Responsible Reporting Entity ("RRE"), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services ("CMS") under the Medicare/Medicaid and S-CHIP Extension Act of 2007, Section 111 (the "Act") regarding certain injured parties who are Medicare Beneficiaries, CorVel agrees to provide Medicare Agent services as described in Schedule 2 attached hereto subject to the provisions of the final regulations to be issued by CMS, including information relating to such claimant, and the establishment and maintenance of an electronic data interface with CMS's computer system to the extent required by law and within the time period required by CMS so as to avoid the incurrence of penalties and fines ("RRE Reporting Obligations").

(a) In order for Customer to meet its RRE Reporting Obligations, Customer shall promptly review the results of the Medicare Reporting Queue, research any errors or missing data and resubmit such corrected or missing data promptly to CorVel within

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the applicable timeframes so that CorVel can timely report such corrected or missing data to CMS.

(b) In the event that information supplied by Customer to CorVel is incorrect, incomplete or untimely delivered and prevents CorVel from completing a timely transmission to CMS, or leads to errors in transmissions to CMS, Customer shall be solely responsible for promptly resubmitting corrected data to CorVel, and CorVel will not be liable for any damages, fines, penalties or other amounts to the extent arising from such incorrect, incomplete or untimely delivered information. CorVel shall notify Customer via a posting on CareMC and the Quarterly Claim Submission report if CorVel receives notice from CMS that a transmission submitted by CorVel on behalf of Customer as an RRE contains incorrect, incomplete or untimely delivered information. The Customer shall correct errors necessary to complete successful transmission to CMS.

(c) Customer shall release CorVel from any and all penalties or other fines imposed by CMS and its related governmental agencies, in the event information supplied by Customer to CorVel is incorrect, incomplete or untimely delivered and prevents CorVel from submitting a report to CMS or leads to errors in submissions to CMS.

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SCHEDULE 9
Clearinghouse Payer Agent Services Program
Terms and Conditions

1. DESCRIPTION OF SERVICES

(a) Clearinghouse Payer Agent Services: CorVel shall act as Customer's agent under this Agreement for the purposes of providing clearinghouse payer agent services ("Clearinghouse Payer Agent Services"). CorVel's clearinghouse receives bills from health care providers in electronic form, verifies the data integrity of the information on the bills, and routes directly to CorVel's bill review system for completion of CorVel's Bill Review service. Explanation of Benefit (EOB) information will be transmitted to health care providers from CorVel in the ANSI 835 format. CorVel will send the ANSI 835 data to health care providers via its clearinghouse upon CorVel's completion and approval of all Explanation of Reviews (EORs) via CorVel's bill review service in compliance with the local governing state laws and regulations.

(b) Compliance with applicable law: CorVel shall ensure that its Clearinghouse Payer Agent Services are provided in compliance with the applicable laws, statutes, rules and regulations of the state service shall be provided in. Customer agrees to timely provide to CorVel information and assistance requested by CorVel and reasonably required to ensure such compliance.

2. SETUP AND DELIVERY OF SERVICES

Routing Directly to Bill Review: A test sample of Customer's bills will be pulled from the clearinghouse test system and imported to CorVel's bill review test system. Bill review results will be output to Customer through the existing format. Routing bills through CorVel's test bill review system may require three to four weeks. CorVel will make reasonable efforts to begin testing within five business days of the request for Clearinghouse Payer Agent Services.

3. PRICING STRUCTURE

The cost of Clearinghouse Payer Agent Services is as follows:

- For customers for whom CorVel provides bill review services – No additional charge

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SCHEDULE 11

Advocacy 24/7 Nurse Triage Services
Terms and Conditions

1. DESCRIPTION AND DELIVERY OF SERVICES

(a) CorVel shall provide to Customer the following Services related to Nursing Coordination of Care Services:

- Answer calls received 24 hours a day/7 days per week on CorVel maintained Customer triage telephone line.
- Instruct the caller/injured employee on first aid and or initial injury treatment.
- Facilitate assessment at a designated outpatient clinic or emergency room as needed.
- Follow up with the injured employee within twenty-four (24) hours of initial report to evaluate current condition for disposition of self-care.
- Document all calls and communicate to appropriate parties.

(b) A triage event shall encompass:

- CorVel's receipt of the initial call and intake of potential claim,
- CorVel's gathering of necessary information and distribution of said information to the appropriate parties, and
- One clinical follow-up to with the potential claimant in the first twenty-four (24) hours following the initial call for disposition of self-care.

(c) Notwithstanding anything else in the Agreement, CorVel may utilize automated, machine-learning cloud-based technologies and platforms to perform the initial receipt and intake portion of the Triage Services. These technologies may be provided by third-party service providers engaged by CorVel for the specific purpose of assisting CorVel in providing the Triage Services to Customer.

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SCHEDULE 12

Medication Review Services
Terms and Conditions

1. DESCRIPTION OF SERVICES.

(a) CorVel shall use clinical modeling to identify those claimants at risk for delayed recovery and apply an interdisciplinary bio-psychosocial approach to their care ("Medication Review and Wellness Services").

(b) As part of the Medication Review and Wellness Services, CorVel offers a variety of interventions that are recommended depending on the severity and chronicity of the claim. They can be utilized separately or integrated in a more comprehensive management plan again depending on claim severity and claimant characteristics.

2. DELIVERY OF SERVICES.

(a) Medication Review:

(i) CorVel's contracted physician will evaluate the medical necessity of each currently used or prescribed medication.

(ii) CorVel's contracted physician will recommend elimination of duplicative medications.

(iii) CorVel's contracted physician will determine and recommend medications that may replace and be equally or more effective than one or a group of currently used/prescribed medications.

(iv) CorVel's contracted physician will recommend medications that are pharmacologically similar to currently used or prescribed medications when available at a lower cost (same or similar class, less cost, generic when available).

(v) CorVel's contracted physician will attempt Peer to Peer contact by calling the PTP.

(vi) CorVel's contracted physician will provide the customer a written agreement from the prescribing physician (if agreement is reached) for alternate treatment plan.

(vii) On cases where agreement is not met between CorVel and the PTP a written report will be generated and sent to the Customer that includes a written summary of all activity that will include recommendations, rationales and potential savings identification made by CorVel's contracted physician.

(viii) Allowances will be made for the attending physician to bill for their time spent on the teleconference at the applicable fee schedule.

(b) Wellness Program:

Cases can be initially referred to a network of cognitive behavioral therapists who function to help the claimant improve their pain coping skills, change their perception of disability and decrease fear-avoidance behaviors that are often a significant barrier for return-to-work.

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SCHEDULE 13

TeleHealth Services
Terms and Conditions

1. DESCRIPTION OF SERVICES.

CorVel shall facilitate TeleMedicine visits to Customer's claimants who opt for such service for as level of care determinations are made through our 24/7 nurse triage hotline. A TeleMedicine visit is a single synchronous virtual consultation through CorVel's third party service provider platform between a Qualified Professional and a claimant ("TeleMedicine").

2. DELIVERY OF SERVICES.

(a) CorVel's 24/7 triage nurses are trained to provide an initial assessment and following Customer authorization will provide immediate referral to medical care when needed. Nurses may refer claimant to TeleMedicine as appropriate.

(b) TeleMedicine virtual visits are always an option for the claimant. If opted by the claimant, CorVel connects the claimant to a health care provider immediately via a computer, tablet or phone. If the claimant decides that he/she does not want a TeleMedicine visit, CorVel will immediately offer to schedule the claimant with a traditional, in-person PPO health care provider located at a convenient, clinic-based location.

(c) A TeleMedicine "visit", also referred to as a "Consultation Unit", is a single synchronous consultation through the platform between a Qualified Professional and a claimant.

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EXHIBIT B
Fees

(1) During Initial Term. Fees during the Initial Term of this Agreement shall be as follows:

Workers' Compensation Claims Administration

Description	Pricing
Life of Contract Claims Handling Fee - Per Claim	
Medical-Only	$159.00
Indemnity TX	$928.00
Employer's Liability	$928.00
Indemnity Tail Claims	NA – CorVel current provider
Medical-Only Tail Claims	NA – Corvel current provider
PLEASE NOTE: CorVel will hold COB pricing flat for the first two years of the contract. Any increase will be in year three and beyond.	Price to be held flat for first two years of contract

[1] Claim fee applies to AOS with the exception of premium states (CA, HI, AK, NY, TX and FL)
[2] CorVel Healthcare Corporation managed care services must be used for all claims administered by CorVel.

Medical Only claims requiring the following work will be invoiced at the rates shown here. Claims previously invoiced as a Medical Only will be invoiced based on the difference between this rate and the amount previously invoiced. This increase is limited to claims with paid medical expense exceeding Five Thousand Dollars ($5,000.00); claims requiring investigation to determine compensability, apportionment, medical causation, and subrogation; claims where medical benefits are disputed or denied, or claims where defense counsel is retained to respond to a legal proceeding or regulatory matter.

Program Management

Description	Pricing
Data Conversion - Per Data Source	Waived
Administration Fee - Per Annum [1]	$3,180.00
Implementation Fee - One Time Fee	Waived
CareMC Access - Per Annum [2]	
First 5 Full Access Users	Included
Each User over 5 - Per User, Per Year	$1,060.00

Account Management and Technical Support

Description	Pricing
Account Management Staff	Included
Electronic Data Transmission - (Per Month, Based on Frequency)	$265.00/month for monthly file
Training – Onsite and Online	Included
Technical Support	Included
State EDI Files	Included
Monthly Reporting	Included
Ad hoc Report Programming - Per Hour	$212.00
Communication Materials/Posters	Pass through printing cost
Annual Banking Fees	One account included
Additional Account(s) - Per Account	$1,060.00
Carrier TPA Oversight Fees [1]	Bill from Carrier to Client

[1] Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees.

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Intake and Immediate Intervention Services

Description	Pricing
Claim Intake (includes one FNOL distribution) - Per Intake	$37.00
Incident Only Reporting - Per Incident	$37.00
Advocacy 24/7 - Per Call	$106.00
Telehealth Services	5% below Fee Schedule or U&C value by CPT code

Allocated Expense Fees

Legal Services

Description	Pricing
Subrogation	25% of Recoveries
Legal Bill Auditing [1]	2.5% of gross legal charges reviewed
Indexing and OFAC Compliance - Per Index	$21.00

[1] Fees will never exceed the savings generated. No mark-up on services from Bottomline.

Bill Review Services

Description	Pricing
Bill Review: Includes Standard Fee Schedule and UCR - Per Bill [1, 2]	$9.45
+ Network Solutions Includes: [2] Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation	30% of Savings
Minimum Transaction Fee [2]	$9.45
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included

[1] Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification letters.
[2] Minimum transaction fee (MTF) per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review transaction fee of $15,000.00.

Patient Management

Description	Pricing
Telephonic Case Management, Field Case Management Return to Work Coordinator Vocational Rehabilitation	$117.00 per hour
	$175.00
Specialty Services (Catastrophic, Life Care Plan, Medicare Conditional Payments, Medicare Set Asides, Bilingual, Critical Incident Stress Debriefing (CISD)) - Per Hour	$231.00
Nurse Utilization Review - Per Review	$155.00
Physician Utilization Review – Per Hour	$318.00
Care Advocate - Per Claim	$50.00

[1] Fee applies to all States with the exception of premium states (CA, HI, AK, and NY).
[2] Statutory rates supersede if applicable.

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Customer.

Pharmacy Solutions

Description	Pricing
Retail Pharmacies	
Brand	AWP -5% + $4.77 dispensing fee
Generic	AWP -10% + $4.77 dispensing fee
Mail Order	
Brand	AWP -13% + $1.50 dispensing fee
Generic	AWP -45% + $1.50 dispensing fee
Clinical Modeling	
Integration of Pharmacy Data	Included
Dynamic Calculation/Display in Care[Mc]	Included
Pharmacy Interventions	
Certified Pharmacy Technician	Included
Rx Nurse	Included
Nurse Management	Case Management hourly rate
Pharmacy Review - Per Review	$398.00
Cognitive Behavioral Therapy - Per Hour	$265.00
Medication Review - Per Hour	$265.00

Ancillary Benefit Management Services

Description	Pricing
Medical Imaging Services	Varies by State and Diagnostic
Independent Medical Exam	See 2024-25 IME/Peer Fee Schedule
Physical and Occupational Therapy	Varies by State
Durable Medical Equipment	Varies by State and Equipment
IME Peer Review - Per Hour	See 2024-25 IME/Peer Fee Schedule
Transportation	Varies by State and Service
Translation	Varies by State and Service Level

State Certified Managed Care Networks

Description	Pricing
Implementation, Filing, Setup (one-time fee) [1] Standard Network - TX HCN	$2,500 per network
Administration[1]	TX HCN: +$2.65/bill

[1] Additional bill fee is applied to all Bill Review transactions relating to the applicable state regardless of the bill's network utilization

The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period. If life of contract pricing is selected, claims will be handled until closed or until the end of the agreement period, whichever comes first. If life of claim pricing is selected, claims will be handled until closed. Pricing is valid for first year of the contract. At

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the end of the first year and each year thereafter, all fees outlined on the claims and managed care pricing sheet shall increase the greater of CPI or 3.5%.

Any service not identified in this proposal will be provided at a later time.

Transition Fees as pursuant to Section 8E

Description	**Fee:**
Tail Claim Transfer	$20,000.00 (this is a one-time fee to transfer the tail claims, if and when they are transferred)
Annual Administration Fee	$15,000.00 annually
CareMC Access for Tail Claims	$5,000.00 per user annually

(2) Fees for Additional Professional Services: If Customer requires any additional professional services from CorVel relating to the Services or the CareMC Application, including but not limited to integration of the CareMC Application with EDI or other Customer systems, Customer shall submit a written request to CorVel for such services. CorVel shall, in good faith, consider providing such services at its then-current professional services fee rate and standard terms and conditions.

(3) Billing and Payments for Case Management. CorVel will invoice Customer monthly for all fees related to Case Management Services directly to the specific claims file. Billing for Case Management is based on actual time per activity. Activity is based on ten (10) minute, a sixth (.17) of an hour, units. Time billed that exceeds the base billing unit multiple, i.e., 10 minutes, 20 minutes, etc., will be converted to the next billing unit.

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EXHIBIT C
CareMC License Agreement

This CAREMC LICENSE AGREEMENT (the "CareMC License Agreement") is incorporated by reference into the master services agreement (the "Services Agreement") to which it is attached. The parties acknowledge and agree that the terms and conditions under which the Services are provided by CorVel and received by Customer (all as defined by the Services Agreement) shall be governed by the Services Agreement (including without limitation all additional Exhibits and applicable Schedules attached thereto), while the terms and conditions under which Customer may access and use the CareMC Application and Online Services (both as defined by the Services Agreement) shall be governed by the terms and conditions of this CareMC License Agreement. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Services Agreement. Any term defined in this CareMC License Agreement shall only apply to this CareMC License Agreement unless explicitly otherwise noted in the Service Agreement.

1. ACCESS TO THE CAREMC APPLICATION

A. Registration Information. Prior to accessing the CareMC Application or Online Services, Customer shall provide CorVel with certain registration information ("Registration Information"). Customer covenants that the Registration Information that Customer provides will be true, accurate, current and complete and will be updated as necessary. Registration Information may include an Authorized End User's (as defined below) contact information in order to receive a multi-factor authentication (MFA) passcode, which is required to be entered each time an Authorized End User accesses the CareMC Application.

B. Passwords and Levels of Access. As soon as practicable after the execution of this CareMC License Agreement, Customer shall designate a group of authorized end users as requiring access to the CareMC Application and Online Services (each an "Authorized End User"). CorVel shall create a unique username and password for each individual Authorized End User. Customer shall then designate Authorized End Users. The Authorized End Users ("Restricted End Users") shall have access to a "read only" for the data available on the CareMC Application that relates to claims specific to that Authorized End User and such other data that Customer specifically requests in writing be accessible to such Authorized End UserAccess by Authorized End Users to data available on the CareMC Application shall be subject in all cases to any limitations imposed by applicable law.

C. Email Domain Names. If Customer requires utilizing more than one email domain name for itself or its wholly owned subsidiaries and/or affiliates this CareMC License Agreement must attach a list of such email domain names. After execution of the Agreement, any changes or modifications required by Customer for itself and its wholly owned subsidiaries and/or affiliates shall require a written amendment mutually agreed to by both parties.

D. Security of Passwords. Customer will be solely responsible for (i) selecting Authorized End Users, (ii) assigning the various levels of authority and access each Authorized End User may have to the CareMC Application, Online Services and CareMC Data (defined below), (iii) ensuring that only Authorized End Users have access to the passwords and MFA passcodes provided by CorVel or as changed from time to time by Authorized End Users, (iv) implementing a system to control, track and account for all of Customer's CareMC Application passwords, (v) strictly maintaining the confidentiality, security and integrity of all passwords and MFA passcodes used to access the CareMC Application and Online Services, and (vi) ensuring that Authorized End Users shall at all times comply with the terms and conditions of this CareMC License Agreement. Passwords may be changed at any time by Authorized End Users and must be changed at least once every ninety (90) days. Customer further agrees that it shall

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notify CorVel immediately in writing if Customer knows or suspects that the confidentiality, security or integrity of a password or MFA passcode has been compromised. CorVel will provide reasonable cooperation to Customer in the event of such compromise.

E. CareMC Data. Authorized End Users shall have access to all data available through the CareMC Application relating to CorVel's provision of Services under the Service Agreement as relating to Customer ("CareMC Data"). Authorized End User shall only have access to CareMC Data regulated by Applicable Data Privacy and Protection Laws to the extent necessary for Customer to render payment on a claim, and then only to those portions or amounts of regulated CareMC Data that are determined by CorVel, in its sole discretion, to be the minimum necessary for Customer to render payment on such claim.

2. LICENSE AND RESTRICTIONS

A. Limited License. Subject to the terms and conditions of this CareMC License Agreement, CorVel grants to Customer during the License Term (as defined in Section 5A below) a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, and allow Authorized End Users to access and use, the CareMC Application and Online Services solely for Customer's own internal business use and operations. Customer shall access and use the CareMC Application and Online Services in accordance with the user guides and online instruction provided to Customer by CorVel ("Documentation") and all applicable laws, statutes, rules and regulations.

B. Restrictions. Customer shall not, and shall not allow Authorized End Users or any third party to (i) rent, lease, re-license or otherwise provide access to the CareMC Application or Online Services to any third party, (ii) alter, modify or create derivative works of the CareMC Application or Online Services, (iii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the CareMC Application or Online Services or replicate the functionality of the CareMC Application or Online Services for any purpose, or (iv) copy the CareMC Application or Online Services or any content, materials, information and other data provided by CorVel on the CareMC Application or used in providing the Online Services and/or Documentation (together, "CorVel Content") without CorVel's prior written consent.

C. Third Parties. Customer shall not allow any third party who is not an Authorized End User to have access to the CareMC Application or Online Services without prior written consent of CorVel and ensuring that (i) such third party enters into a legally enforceable written agreement with CorVel, or (ii) CorVel and Customer enter into an agreement whereby Customer assumes all responsibility and liability for access by such third party.

D. Ownership and Changes. CorVel owns and shall retain all right, title and interest in and to the CareMC Application, Online Services, CorVel Content and any intellectual property rights inherent therein or arising therefrom. In addition to CorVel's rights in the individual elements of the CorVel Content, CorVel owns a copyright in the selection, coordination, arrangement and enhancement of the CorVel Content. Neither Customer nor any Authorized End User shall obtain any ownership rights, express or implied, or any other rights other than those expressly set forth herein in the CareMC Application, Online Services, Documentation or CorVel Content. CorVel reserves the right, at any time in its sole discretion and without liability to Customer, to update, patch, improve or adjust the CareMC Application or Online Services provided such changes do not materially degrade the functionality of the CareMC Application or Online Services.

E. Confidentiality. The parties agree that the (i) CareMC Application, Online Services, Documentation, CorVel Content and all software, source code, source documentation, inventions, know-how, ideas, updates and any documentation and information relating thereto constitute confidential

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information of CorVel and (ii) this Agreement, its terms, and any exhibits attached hereto are confidential information of both parties. Each party agrees to treat all confidential information of the other party in the same manner as it treats its own similar confidential information, but in no case will the degree of care be less than reasonable care. Each party shall promptly notify the other party of receipt of a request, or of any other requirement, to disclose the other party's confidential information pursuant to governmental regulation, subpoena or other lawful process and shall cooperate with the other party in limiting such disclosure.

F. Compliance Monitoring and Audits. CorVel may monitor and perform remote audits of Customer's use of the CareMC Application and Online Services for the purpose of verifying that Customer and Authorized End Users are using the CareMC Application and Online Services in compliance with the terms of this CareMC License Agreement.

G. Suspension of Access. CorVel shall have the right to take immediate action to ensure the confidentiality, security or integrity of the CareMC Application, feature of the Online Services and CareMC Data, including but not limited to, suspending Customer's access or the access of any individual Authorized End User where CorVel knows or suspects that the confidentiality, security or integrity of an Authorized End User's account password or MFA passcode has been compromised. CorVel further reserves the right to temporarily suspend Customer's access or the access of any individual Authorized End User to the CareMC Application, feature of the Online Services or CareMC Data where CorVel determines, in its sole discretion, that there has been a violation of the terms and conditions of this CareMC License Agreement or of any applicable laws. CorVel shall, if feasible, provide notice prior to any suspension of access. If not feasible to provide notice prior to suspension, CorVel shall provide notice of suspension as soon as is commercially practicable following suspension. Upon written notice to Customer, CorVel may modify or temporarily suspend Customer's access to and use of the CareMC Application, feature of the Online Services and CareMC Data as necessary to comply with any applicable law, regulation or court order.

3. INFRASTRUCTURE, MAINTENANCE AND SUPPORT

A. CorVel Infrastructure Obligations. Subject to Customer's compliance with the terms and conditions of this CareMC License Agreement, CorVel shall be responsible for providing and maintaining the hardware, software and other equipment required to host the CareMC Application for Customer ("CareMC Infrastructure"). The CareMC Infrastructure is subject to modification by CorVel from time to time for purposes such as adding new functionality, maximizing operating efficiency and upgrading hardware, provided such modifications shall not in the aggregate degrade the performance of the CareMC Application or Online Services utilized by Customer. Customer acknowledges and agrees that such modifications may require changes to Customer's Internet access and/or telecommunications infrastructure to maintain Customer's desired level of performance. CorVel shall give Customer reasonable prior written notice of any required modifications.

B. Customer Infrastructure Obligations. Except for the CareMC Infrastructure, which will be provided by CorVel, Customer shall be responsible for obtaining and maintaining all hardware, software, equipment, Internet access and/or telecommunications services and other items or services furnished by third party venders or providers ("Third Party Providers") required to enable Customer to access and use the CareMC Application and Online Services as contemplated hereunder.

C. Support. CorVel will provide general support regarding questions on the CareMC Application via email and by telephone from Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. Pacific Standard Time, excluding holidays.

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D. Scheduled Maintenance. CorVel will use reasonable efforts to (i) perform any scheduled downtime outside of Customer's normal business hours, (ii) notify Customer of all scheduled downtimes at least seventy-two (72) hours in advance, and (iii) perform software updates to the CareMC Application with minimal disruption to Customer's use of the Online Services.

E. System Monitoring. CorVel will use reasonable efforts to continuously monitor its web servers and database servers to ensure that they are functioning properly.

F. Security. CorVel will implement and use reasonable efforts to maintain secure systems through the use of firewalls, virtual private networks (VPN) and other security technologies.

G. Disaster Recovery and Backup. CorVel will use reasonable efforts to perform nightly backups of essential data on its web servers and database servers. CorVel has implemented third party backup and restoration technology to enable high speed recovery of data.

H. Cloud Environment. Customer acknowledges and agrees that all CareMC Data may be stored and processed within a multi-tenant cloud environment.

4. APPLICATION SPECIFIC DISCLAIMERS

A. Disclaimers. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THE SERVICE AGREEMENT, CORVEL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT.

B. Internet Usage. Customer acknowledges that the Internet is essentially an unregulated, insecure and unreliable environment, and that the ability of Customer to access and use the CareMC Application is dependent on the Internet and hardware, software and services provided by various Third Party Providers. CORVEL SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S INABILITY TO ACCESS OR USE THE CAREMC APPLICATION TO THE EXTENT CAUSED BY FAILURES OR INTERRUPTIONS OF ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY CUSTOMER OR THIRD PARTY PROVIDERS.

C. CareMC Application. CUSTOMER ACKNOWLEDGES AND AGREES THAT CORVEL DOES NOT WARRANT THAT THE CAREMC APPLICATION OR ONLINE SERVICES ARE ERROR FREE, THAT CUSTOMER WILL BE ABLE TO ACCESS OR USE THE CAREMC APPLICATION OR ONLINE SERVICES WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE CAREMC APPLICATION IS NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

D. Network Intrusions. CUSTOMER AGREES THAT CORVEL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS TO, MISUSE OF, OR INTRUSION INTO, CAREMC DATA RESIDING ON CORVEL'S SERVER(S) OR ANY NETWORK USED BY CUSTOMER TO THE EXTENT SUCH DAMAGES WERE BEYOND CORVEL'S REASONABLE CONTROL.

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5. LICENSE TERM AND TERMINATION

A. License Term. This CareMC License Agreement shall be effective as of the Effective Date of the Services Agreement (unless otherwise agreed to by the parties) and, unless terminated earlier as provided below, shall automatically terminate upon expiration or termination of the Services Agreement (the term of this CareMC License Agreement, the "License Term").

B. Termination for Convenience. Either party shall have the right to terminate this CareMC License Agreement for any reason or for no reason, upon ninety (90) days written notice to the other party.

C. Termination for Cause. This CareMC License Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this CareMC License Agreement and does not cures such breach prior to the end of such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment, as permitted under the terms and conditions of this CareMC License Agreement, or (iii) effective immediately and without notice if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days).

D. Effect of Termination. Expiration or termination of this CareMC License Agreement shall have the following effects: (i) all licenses granted under this CareMC License Agreement shall terminate immediately, (ii) all Customer and Authorized End User rights to use the CareMC Application and Online Services shall cease immediately, and (iii) each party shall promptly return all information, documents, manuals and other materials belonging to the other party related to this CareMC License Agreement, whether in printed or electronic form, including without limitation all confidential information of the other party then currently in its possession related to this CareMC License Agreement, provided each party may retain one (1) copy of such materials for archival purposes.

E. Assignment. Neither this CareMC License Agreement nor any rights, licenses or obligations hereunder, may be assigned by Customer without the prior written consent of CorVel. Any attempted assignment in violation of this CareMC License Agreement shall be void and without effect.

F. Survival. Except to the extent expressly provided to the contrary herein or in the Service Agreement, any right of action for breach of the CareMC License Agreement prior to termination, and the following provisions shall survive the termination of this CareMC License Agreement: Sections 2E, 4 and 5D.

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Attachment A

End User License Agreement

Terms are non-negotiable

Such access shall provide Customer's claimants an opportunity to (i) review the current status of their individual claim, (ii) share pain level data with their healthcare provider by taking a Pain Level Survey, (iii) receive Electronic Funds Transfer ("EFT") direct deposit transactions with respect to claims, and (iv) utilize other functions designed to assist users in interactions with their health plan and healthcare providers (the "App Services"). For access by Customer claimant, such Customer claimant will be required to have a smartphone including but not limited to an Apple smartphone or Android smartphone or other smartphone device with such access capabilities. Customer acknowledges the terms of Attachment A hereunder which shall be a part of the My Care App and which the End User ("Claimant") shall be responsible for. The My Care App is at no costs to Customer for these Services.

PLEASE READ THIS LICENSE AGREEMENT BEFORE USING THE APP. USE OF THE APP INDICATES END USER'S ACCEPTANCE OF THIS END USER LICENSE AGREEMENT. IF END USER DOES NOT AGREE WITH THE TERMS, END USER SHOULD NOT USE THE APP.

1. License Grant; License Restrictions. Either of CorVel Enterprise Comp, Inc. or CorVel Healthcare Corporation, as applicable, ("CorVel") provides the mobile software application program and user manual(s) or help files contained therein, and any modifications, updates, revisions, or enhancements thereto received by End User from CorVel (collectively, the "App"), and licenses its use solely pursuant to the terms stated below:

a. End User is granted a nontransferable license to use the App under the terms stated in this Agreement for personal use. End User may not use the App for commercial purposes. Title and ownership of the App and of the copyright in the App remains with CorVel;

b. The App may be used by End User on a single mobile device, which End User owns or uses and for which the App is designed to operate;

c. End User may not make copies, translations, or modifications of or to the App. End User may not alter, obscure, or remove the copyright notice on any copy of the App;

d. End User may not assign, sell, distribute, lease, rent, sublicense, or transfer the App or this license or disclose the App to any other person. End User may not reverse-engineer, disassemble, or decompile the App or otherwise attempt to discover the source code or structural framework of the App; and

e. CorVel may terminate this Agreement and the license granted hereunder at any time. This Agreement and the license granted hereunder automatically terminates if End User fails to comply with any provision of this Agreement. End User agrees upon termination to: (i) cease using the App and providing or accessing any data or information by or through the App, and (ii) destroy the App, together with all copies, modifications, and merged portions in any form, including any copy on End User's mobile device or on any computer.

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2. Limited Warranty. The App is provided "AS IS" and with all faults. NO WARRANTIES ARE EXPRESSED AND NONE SHALL BE IMPLIED. CORVEL SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CORVEL DOES NOT WARRANT THAT USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE.

3. Maintenance & Support. The App is maintained by CorVel or its subcontractors. From time to time, CorVel may provide modifications, updates, revisions, or enhancements, all of which are offered pursuant to the terms and conditions of this Agreement. CorVel does not provide support to End Users. All support requests should be directed at End User's employer or other person responsible to manage End User's claims and not at CorVel.

4. Consent to use Data. All data or information submitted by End User through the App shall be used by CorVel in accordance with CorVel's Privacy Policy posted at: http://www.corvel.com/privacy-policy/

5. Limitations of Liability (End User). IN NO EVENT WILL CORVEL'S LIABILITY FOR ACTUAL DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE APP EXCEED $100. IN NO EVENT WILL CORVEL BE LIABLE FOR ANY LOST PROFITS, SALES, BUSINESS, DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE APP OR OTHERWISE ARISING FROM THIS AGREEMENT, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The parties agree that the above limits represent a reasonable allocation of risk.

6. Governing Law; Exclusive Jurisdiction. This Agreement is governed by the laws of California. End User agrees that the federal or state courts sitting in State of California, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

7. Indemnification (End User). End User shall defend, indemnify and hold harmless CorVel from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees arising out of or relating to: (i) End User's use of the App in violation of the terms of this Agreement, (ii) data or content included in or omitted from content and data input into the App by End User or any other third party using End User's mobile device, and (iii) any claim by an employee of End User or End User's insureds brought against CorVel due to the recommendations made by CorVel through the App.

8. Disclaimer. CorVel shall not be responsible or liable for any third party claims arising from the negligent acts, errors, omissions, willful misconduct or fraud caused by End User in connection with its use of the App or otherwise attributable this Agreement.

8. Assignment. End User may not assign any of End User's rights or delegate any of End User's obligations under this Agreement without the prior written consent of CorVel. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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9. Notice. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the address listed below.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

11. Waiver. The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

12. Export Administration. End User agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the App nor any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws; or (2) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

13. Entire Agreement. This Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

14. Survival. The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

Copyrights

Copyright © 2014 CorVel. All rights reserved.

This documentation and the corresponding App are the property of CorVel and are licensed to the user under the terms of this End User License Agreement. Unauthorized use or copying of the App, documentation, or any other associated materials is a violation of state and federal laws. These materials must be returned to CorVel if so demanded.

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EXHIBIT D

CorVel Insurance Coverage Limits CorVel 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 CorVel, its agents, representatives, volunteers, employees or subcontractors.

a. CorVel'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 CorVel's insurance and shall not contribute to it.

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

i. Commercial General Liability
- General Aggregate: $2,000,000*
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

- CorVel mayutilize an umbrella excess coverage as needed to meet this requirement

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

iii. Errors and Omissions
- Limit: $1,000,000 for this project
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project

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.

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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. 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 CorVel. CorVel shall provide copies of applicable endorsements required hereunder to the City on the effective date of this Agreement.

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EXHIBIT E
Customer Insurance Coverage Limits

Customer agrees that it shall keep in force at its sole expense comprehensive general liability insurance and professional liability insurance with coverage limits hereunder. Upon request by CorVel, Customer shall furnish CorVel with a certificate of such insurance. It is agreed that Customer shall be deemed in compliance by being self-insured under terms and conditions and with sufficient reserves as is customary within the industry for companies of comparable size with comparable operations.

Customer shall provide the following minimum insurance coverages during the term of the attached Agreement with an A rating.

General Liability: Commercial General Liability	
General Aggregate	$2,000,000.00
Products – Comp/Op Aggregate	$2,000,000.00
Personal & Adv Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any one fire)	$1,000,000.00
Medical Expenses (Any one Person)	$ 10,000.00
Automobile Liability	$1,000,000.00
(Scheduled autos; hired autos; and non-owned autos)	
Auto physical damage: Comp$500.00/Collision$500.00	
Underinsured/Uninsured Motorist coverage	$1,000,000.00
Excess Liability – umbrella form	
Each occurrence	$5,000,000.00
Aggregate	$5,000,000.00
Workers' Compensation and Employers' Liability	
(Proprietor/Partners/Executive Officers are included)	
Employers' Liability each accident	$1,000,000.00
Employers' Liability Disease Policy Limit	$1,000,000.00
Employers' Liability Disease Each Employee	$1,000,000.00

Customer shall notify CorVel if the insurance coverages are materially changed, cancelled or not renewable before the expiration of the insurance coverage with a written notice in accordance with Customer's policy provisions.

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EXHIBIT F
Data Protection Addendum

1. **DEFINITIONS**. The below terms shall have the following definitions in this Addendum. Any capitalized terms used in this Addendum but not defined herein shall have the meaning given in the Services Agreement. To the extent such terms are defined by Applicable Data Privacy And Protection Laws, the definitions as found in Applicable Data Privacy And Protection Laws shall control:

   A. "Applicable Data Privacy And Protection Laws" means all U.S. federal and state privacy, data protection and data security laws and regulations, as may be amended from time to time, that are applicable to the data Processed, collected, received, accessed, transmitted, disclosed or stored by CorVel under the Services Agreement.

   B. "Authorized Employees" means CorVel's employees who have a need to know or otherwise access Personal Information to enable CorVel to perform its obligations under the Services Agreement.

   C. "Authorized Persons" means (i) Authorized Employees and (ii) CorVel's contractors, Subprocessors, agents, outsourcers and auditors who have a need to know or are otherwise required to access Personal Information in order to enable CorVel to perform its obligations under the Services Agreement.

   D. "Customer Data" means any data disclosed by Customer, or a third-party acting on Customer's behalf, to CorVel, or collected by CorVel or its Authorized Persons on Customer's behalf, under the Services Agreement. "Customer Data" shall include Customer Personal Information and Customer Confidential Information.

   E. "Data Subject" means the identified or identifiable natural person to whom Personal Information relates.

   F. "Data Subject Request" means valid exercises of a Data Subjects' rights, such as to obtain, transfer, correct, delete, limit or control the Processing or use of Personal Information, as provided by Applicable Data Privacy And Protection Laws.

   G. "Documented Instruction(s)" means any written communication authorized by Customer and provided to CorVel in order to instruct CorVel regarding (i) CorVel's Processing of Personal Information, (ii) CorVel's handling of a Data Subject Request or (iii) any notifications or disclosures relating to a Security Incident.

   H. "Personal Information" means "personal data," "personal information," "personally identifiable information," "protected health information," "nonpublic information," "personal financial information," or similar such term, each as defined by Applicable Data Privacy And Protection Laws, solely relating to CorVel's collection, use, sharing, storage, transmission, and/or disclosure of data pursuant to the Services Agreement. "Personal Information" shall be limited to that data provided by Customer to CorVel for Processing, or collected by CorVel or its Authorized Persons on behalf of Customer, pursuant to the Services Agreement.

   I. "Processing, Processes, or Process" means obtaining, recording, or holding Personal Information, or carrying out any operation or set of operations on Personal Information including, but not

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limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying Personal Information.

J. "Security Incident" means any confirmed act or omission that compromises the security of a CorVel system that stores Customer Personal Information or the physical or technical safeguards put in place by CorVel that relate to the protection of Customer Personal Information. The term "Security Incident" shall include any "security incident", "data breach" or "security breach", or other similar such term, impacting Customer Personal Information in the custody of CorVel that requires notification to Customer under Applicable Data Privacy And Protection Laws.

K. "Subprocessor" means any other entity engaged by CorVel to assist CorVel in Processing Personal Information to provide the Services to Customer.

L. The terms "Business Purpose," "Processor," "Sale," "Service Provider," "Share", "Targeted Advertising" and "Cross-Context Behavioral Advertising" shall have the same meaning as in Applicable Data Privacy And Protection Laws, and their cognate terms shall be construed accordingly.

2. **COMPLIANCE WITH APPLICABLE DATA PRIVACY AND PROTECTION LAWS**.

A. CorVel Compliance:

a. All Personal Information that is provided by Customer to CorVel, or that is otherwise collected or maintained by CorVel or its Authorized Persons on Customer's behalf, pursuant to the Services Agreement shall be considered Customer's Personal Information. Customer shall have and retain all right, title and interest in the Personal Information and CorVel shall have no rights with respect thereto, other than as specifically contemplated by the Services Agreement and this Addendum.

b. To the extent applicable, Customer is disclosing Personal Information to CorVel, and CorVel is collecting Personal Information on behalf of Customer, only for provision of Services and Business Purposes. CorVel agrees that it is Customer's Service Provider and Processor.

c. CorVel acknowledges that, to the extent it is Processing Personal Information subject to the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act of 2020 (CPRA), such Processing is subject to the applicable provisions of the CCPA. CorVel acknowledges that it is obligated to provide the Data Subject the same level of privacy protection as is required of Customer by the CCPA.

d. To the extent prohibited by Applicable Data Privacy And Protection Laws, CorVel certifies that it will not:

i. Sell, Share or use for Targeted Advertising or Cross-Context Behavioral Advertising Customer Personal Information;

ii. retain, use, or disclose Customer Personal Information for any purpose other than the performance of Services unless permitted by Applicable Data Privacy And Protection Laws;

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iii. retain, use, or disclose Customer Personal Information outside of the direct business relationship between CorVel and Customer; and

iv. combine Customer Personal Information that CorVel receives from, or collects on behalf of, Customer with Personal Information that CorVel receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject unless CorVel is acting in both (i) furtherance of a Business Purpose and (ii) in compliance with Applicable Data Privacy And Protection Laws.

e. CorVel shall notify Customer if CorVel makes a determination that CorVel can no longer meet its obligations as required by Applicable Data Privacy And Protection Laws with regards to Personal Information and, in the event of such determination, Customer shall have the right to take reasonable and appropriate steps to stop and remediate unauthorized use of the affected Personal Information.

f. Customer shall have the right to take reasonable and appropriate steps, as provided in Section 6 of this Addendum, to ensure that CorVel is using Customer Personal Information in a manner consistent with Applicable Data Privacy And Protection Laws and this Addendum.

g. CorVel shall cooperate with Customer with regards to Data Subject Requests as provided in Section 7.

h. Customer is hereby notified that CorVel will engage its own service providers and contractors to assist CorVel in the processing of Customer Personal Information as provided in Section 4.

B. Customer Compliance; Representations and Warranties.

a. Customer represents and warrants that all Customer Data provided to CorVel for Processing has been collected and provided to CorVel for Processing pursuant to the Services Agreement in compliance with Applicable Data Privacy And Protection Laws.

b. With regards to Personal Information that Customer collects from a source other than CorVel or an agent of CorVel, Customer shall provide any notices and collect any consents that are required by Applicable Data Privacy And Protection Laws. These notices and consents shall contain all disclosures necessary to comply with Applicable Data Privacy And Protection Laws for the provision of the Personal Information to CorVel for Processing under the Services Agreement.

C. Assessments. CorVel shall make available to Customer information that is necessary for Customer to fulfil its obligations under Applicable Data Privacy And Protection Laws, including where Customer is obligated under Applicable Data Privacy And Protection Laws to conduct a data privacy or security impact assessment. The Parties agree to cooperate with each other to promptly and effectively handle inquiries, complaints, audits, or claims from any court, governmental officials or supervisory authority(ies).

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3. **PROCESSING OF CUSTOMER DATA**.

A. Ownership of Personal Information. Personal Information is deemed to be Confidential Information of Customer.

B. Protection of Personal Information. CorVel shall implement administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices and that are in compliance with Applicable Data Privacy And Protection Laws. At a minimum, CorVel's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Personal Information stored on any mobile media; (vii) encrypting Personal Information transmitted over public or wireless networks; (viii) logically segregating Personal Information from information of CorVel or its other Customers; (ix) implementing appropriate personnel security and integrity procedures and practices; and (x) providing appropriate privacy and information security training to CorVel's employees.

C. Data Storage. Customer acknowledges that, as of the effective date of the Services Agreement, CorVel's primary data storage facilities are in the United States. Customer authorizes CorVel, in connection with the provision of the Services, to make worldwide transfers of Personal Information to its affiliates and/or Authorized Persons for Processing and storage to provide Customer the Services, so long as such transfer are in compliance with Applicable Data Privacy And Protection Laws. When making such transfers, CorVel shall ensure that appropriate protection and security measures are in place to safeguard the Personal Information transferred.

D. Deidentification, Aggregation and Anonymization. Notwithstanding the other provisions of the Services Agreement, nothing shall prohibit CorVel and its Authorized Persons from creating or using aggregate, statistical and deidentified data generated or submitted through Customer's use or receipt of Services, provided that such data is (i) not individually identifiable to any individual person, (ii) not Personal Information and (iii) otherwise qualifies as deidentified or aggregated under Applicable Data Privacy And Protection Laws.

E. Enhancement Of Services. In order to facilitate the provision of Services, CorVel and its Authorized Persons may use Customer Data to the Services being provided to Customer, including by applying technologies and by developing and enhancing the efficiencies and means by which CorVel provides the Services to Customer, so long as such use is in furtherance of a Business Purpose.

F. Return and Deletion of Customer Data. Upon termination or expiration of the Services Agreement and upon Customer's request, CorVel will promptly return Customer Data (excluding CorVel system logs) in its possession, in an electronic format and media to be reasonably agreed upon by the Parties, and, within a mutually agreed upon time frame, not to exceed 60 (sixty) calendar days of Customer's request. If Customer requests deletion of Customer Data, CorVel shall delete Customer Data within a commercially reasonable timeframe following termination or expiration of the Services Agreement. However, CorVel may retain one copy of Customer Data as may be required by applicable laws or for audit purposes.

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4. **AUTHORIZED PERSONS**.

A. Subprocessors. Customer acknowledges that CorVel may engage Subprocessors. CorVel agrees that such engagement shall be pursuant to a written agreement that complies with Applicable Data Privacy And Protection Laws and that provides a materially similar level of protection as required by applicable provisions of this Addendum. CorVel will ensure that any Authorized Persons applies appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information.

B. Authorized Employees. During the term of each Authorized Employee's employment by CorVel, CorVel shall at all times cause Authorized Employees to abide strictly by CorVel's obligations under this Addendum and CorVel's standard policies and procedures.

5. SECURITY INCIDENT PROCEDURES.

A. Security Incident Plan. CorVel agrees to implement and maintain a security incident plan covering how CorVel will detect and respond to Security Incidents and how CorVel will notify Customer of any confirmed Security Incident. CorVel further agrees to provide Customer with the name and contact information for an employee of CorVel who shall serve as Customer's primary contact and shall be available to assist Customer as a contact in resolving obligations associated with a Security Incident.

B. Notification. CorVel shall notify Customer of a Security Incident within seventy-two (72) hours of CorVel confirming that a Security Incident has occurred.

C. Investigation. CorVel shall use industry standard efforts to remedy any Security Incident and shall act in compliance with Applicable Data Privacy And Protection Laws. Promptly following CorVel's notification to Customer of a Security Incident, the Parties shall coordinate with each other to investigate the Security Incident. CorVel agrees to reasonably cooperate with Customer in Customer's handling of the matter and make available to Customer sufficient materials for Customer to comply with Applicable Data Privacy And Protection Laws. This provision shall not be construed as expanding Customer's audit rights under the Services Agreement or this Addendum. Notwithstanding the foregoing, CorVel shall have no obligation to disclose or make available any confidential or proprietary information of CorVel which is not directly related to the Services performed under this Agreement or which constitutes the confidential information of any third parties and shall have the right to redact or provide summary level reports to protect the confidentiality and security of other customers and third parties.

D. Remediation. CorVel shall provide assistance with any obligation of Customer under Applicable Data Privacy and Protection Laws, as reasonably requested, to make notifications to the affected Data Subjects, regulatory authorities, or the public, regarding the Security Incident. CorVel shall not make any statement or notification to any Data Subjects who are the subject of the affected Personal Information or any supervisory authority regarding the Security Incident without the prior written approval of Customer. Nothing in this Section shall be construed to prevent CorVel from making notifications and disclosures (i) to an Authorized Person who is necessary for the mitigation, investigation or remediation of a Security Incident, (ii) as required by an applicable contract with such third-party (including CorVel's insurer or other customers), or (iii) as required by Applicable Data Privacy and Protection Laws, provided that CorVel shall not disclose the

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identity of Customer or that Customer Personal Information has been affected by the Security Incident unless required by Applicable Data Privacy and Protection Laws. CorVel shall have no liability or responsibility arising from CorVel's compliance with Customer's Documented Instructions, including with regards to notifying impacted Data Subjects, supervisory authorities or Customer's customers of a Security Incident.

6. **CUSTOMER RIGHTS AND RESPONSIBILITIES**.

A. Customer Direction. Customer agrees that CorVel and its Authorized Persons will be acting at the direction of and on behalf of Customer with regards to the Processing of Personal Information to provide the Services pursuant to the Services Agreement.

B. Customer Audit Rights. During the Term of the Services Agreement, CorVel shall keep accurate records relevant to the security controls and policies in place to protect Personal Information. Upon Customer's reasonable written request, no more than twice per calendar year, CorVel agrees to provide Customer with a copy of the results of CorVel's most recent internal SSAE18 (SOC 2) audit reports, which results shall be CorVel's Confidential Information. In addition, upon Customer's written request, no more than once per calendar year, CorVel shall make available summaries of security policies, security testing and security related audits via a secure video conferencing services or, in Customer's discretion, via a questionnaire submitted to CorVel by Customer, in order to demonstrate CorVel's compliance with this Addendum. Such reports, results and summaries will be considered Confidential Information of CorVel. Notwithstanding anything to the contrary herein or in the Services Agreement, in no event shall Customer be permitted to direct audit or testing of CorVel's information technology systems or an on-site of CorVel's facilities other than in direct relation to claim files related to the provision of Services under the Services Agreement.

C. Customer Responsibility for Data. Unless required by Applicable Data Privacy And Protection Laws, CorVel shall not be required to verify information supplied to it by Customer, nor shall CorVel have the responsibility to verify, inquire, or investigate as to whether Customer has the right to utilize the Customer Personal Information provided to CorVel under this Agreement. Customer agrees that it has the responsibility for the accuracy, quality, completeness, and appropriateness of Personal Information that Customer, or for any third party acting on behalf of Customer, provides to CorVel. CorVel reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Personal Information, in CorVel's sole discretion, from any content provided to CorVel by Customer.

7. **COOPERATION WITH DATA SUBJECT REQUESTS AND INQUIRIES**.

A. Data Subject Requests. Customer will, as soon as practicable after receiving a verified Data Subject Request regarding Personal Information Processed by CorVel, advise CorVel of the Data Subject Request. Customer will advise CorVel of the jurisdiction, controlling law, and response requirements for the Data Subject in the form of Documented Instructions. CorVel agrees to cooperate with Customer to comply with Data Subject Requests. CorVel will implement appropriate technical and organizational measures for the fulfilment of Customer's data privacy and protection regulatory obligations under Applicable Data Privacy And Protection Laws relating to Data Subject Requests. CorVel agrees to respond to Customer within thirty (30) calendar days or the time prescribed by Applicable Data Privacy And Protection Laws, whichever

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is shorter, in response to Customer's Documented Instructions relating to the handling of a Data Subject Request.

B. Notification Of Direct Receipt. CorVel agrees to notify Customer of CorVel's direct receipt of Data Subject Requests as soon as practicable, but in all cases within ten (10) business days of receipt. Customer and CorVel will coordinate a course of action regarding the handling of such requests. Unless otherwise agreed by the Parties or as provided in a Documented Instruction, CorVel shall not take any action following its direct receipt of Data Subject Request other than to (i) confirm receipt of the Data Subject Request to the requesting individual and (ii) inform the Data Subject that the Data Subject should submit the request directly to Customer using the following contact information:

City of Baytown
2401 Main Street
Baytown, Texas 77520
ATTN: Phillip Davis, Risk Management Coordinator

C. Record Keeping. CorVel also agrees to maintain records of Data Subject Requests for at least twenty-four (24) months, or as required under Applicable Data Privacy And Protection Laws, whichever period is longer. Further, CorVel will reasonably cooperate with any audit or inquiry by any regulatory body with the authority to conduct such an audit or inquiry, and will reasonably assist Customer at Customer's expense in cooperation with any such audit or inquiry.

8. **SCOPE OF PROCESSING**.

A. Non-U.S. Data. The Parties agree that Customer Data is not contemplated to include data subject to the data privacy and protection laws of non-U.S. countries, including, but not limited to "personal data" as defined under the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) Article 4 or the special categories of personal data as set forth in GDPR Article 9 ("Non-US Personal Information"). Customer shall have the sole responsibility to determine the laws applicable Customer Data, including whether Customer Data includes any Non-US Personal Information. Customer (or third parties on behalf of Customer) is further prohibited from transmitting Non-US Personal Information to CorVel. Notwithstanding anything else in the Agreement, CorVel shall have no obligation to process Non-US Personal Information it and may immediately destroy or return to Customer any Non-US Personal Information without penalty, responsibility or liability. CorVel shall have no responsibility to pre-screen Customer Data for compliance with this Section.

B. Protected Health Information. The Parties agree that Customer Data is not contemplated to include "protected health information" as defined under Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160.103 ("Protected Health Information"). Customer shall immediately notify CorVel in the event that Customer Data is determined to contain Protected Health Information and the Parties agree to evaluate the applicability and implementation of a Business Associate Agreement and execute the same, if necessary and mutually agreeable, as an addendum to the Agreement. Notwithstanding anything else in the Agreement or this Addendum, CorVel shall have no obligation to process Protected Health Information and may immediately destroy or return to Customer any Protected Health Information without penalty, responsibility or liability. CorVel shall have no responsibility to pre-screen Customer Data for compliance with this Section.

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9. LIMITATION OF LIABILITY AND INDEMNIFICATION.

A. Indemnification. Except as modified by this Section 9, the indemnification obligations of CorVel and Customer shall be those set out in the Services Agreement. However, notwithstanding anything in the Agreement, CorVel shall have no obligation to defend, hold harmless and indemnify Customer against losses, liabilities, claims, or causes of action relating to or arising from acts or omissions by CorVel that were undertaken at the express direction of Customer.

B. Limit of liability. Nothing in this Addendum shall be construed to extend CorVel's liability under the Services Agreement beyond the liability contemplated by Services Agreement's Liability Cap section.

10. APPLICATION OF SERVICES AGREEMENT TERMS. To the extent of conflict between the terms of the Services Agreement and the terms of this Addendum, the terms of this Addendum shall control. All other terms and conditions of the Services Agreement shall remain in full force and effect.

11. **DISPUTE RESOLUTION**. Unless prohibited by Applicable Data Privacy And Protection Laws, the Parties agree that any disputes under this Addendum will be governed by the Dispute Resolution provision of the Services Agreement.

CHANGES IN LAW. To the extent required, the Parties will undertake to reasonably re-negotiate this Addendum to reflect changes made to a Party's obligations under Applicable Data Privacy And Protection Laws. The Parties acknowledge that substantial changes to a Party's obligations may be subject to changes in fees for the Services or alteration in the manner and means by which CorVel performs the Services.

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CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing payment to CorVel Corporation as the third-party administrator (TPA) of the City of Baytown's workers' compensation claims for year three of the three-year agreement.

Company Name: CorVel Corporation

Department: Human Resources

Date: 08/27/2026 **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.

Teresa Kiesel — 08/27/2026

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 9. i.

Meeting Date: 09/10/2026
Subject: 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
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 Bid Phase and Construction Phase Services with Civitas Engineering Group, Inc., for the West Baytown Drainage Improvements Project.

PREFACE

This proposed ordinance authorizes 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 $143,655.00.

Civitas Engineering Group, Inc., will provide bid phase and construction phase services for the West Baytown Drainage Improvements Project. Bid phase services include attending and assisting the city in conducting the pre-bid conference, including answering questions, interpreting drawings and specifications, reviewing bid tabulations, and preparing and issuing a submittal log. Participation in the construction phase activities include, review of Requests for Information (RFIs), change orders, submittals, drawings, as well as evaluation of pay applications and periodic site visits to monitor the work for general conformance with the contract documents. Civitas Engineering Group, Inc., will also assist the city with project closeout activities, including punch lists, record drawings, and final completion documentation.

The construction contract is scheduled for award in October 2026, and this agreement will remain in effect for the duration of the project and into the warranty period.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 71033012-56933
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: $143,655.00
Fiscal Impact (Additional Information):
Project Ledger: DRAI2102-CDBG/DRRP-CONSTRUCTI-HARRISCNTY

Attachments

Ordinance Authorizing PSA with Civitas Engineering for West Baytown Drainage Improvement Project
Exhibit A - Agreement - Civitas Engineering Group, Inc.
Indebtedness Certification

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.

****

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 Civitas Engineering Group, Inc. for Bid Phase and Construction Phase Services for the West Baytown Drainage Improvements Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Civitas Engineering Group, Inc. in a total amount not to exceed ONE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($143,655.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, Assistant City Attorney

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement (this "Agreement") is entered into by and between Civitas Engineering Group, Inc. (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform Bid Phase and Construction Phase services for the West Baytown Drainage Improvements Project (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."

b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10) shall terminate:

☒ upon completion of the Work in accordance with this Agreement, including Exhibits;

☐ number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals;

☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.

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

d. The compensation and professional fess are detailed in Exhibit "B."

e. The time schedules for the Work are specified in Exhibit "C."

f. Each of these Exhibits "A" through "C" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

i. Bid Phase Services.....$14,190.00
ii. Construction Phase Services.....$129,465.00
iii. N/A.....$0.00
iv. N/A.....$0.00
v. N/A……..…….…….……...$0.00
vi. **Total Not to Exceed.....$**143,655**.**00

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable reimbursable Expenses include:
(a) Hard copy reproductions, copies, and/or binding costs;
(b) Postage;
(c) Mileage, for travel from Consultant's office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
(d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
(e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant’s offices outside of Harris or Chambers Counties.

e. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.

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

3. Personnel of Consultant

a. Consultant's Project Manager
Consultant shall designate Lucia L. Lee 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 Engineer
Consultant shall keep full-time registered professional engineer_licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

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

4. Designation and Duties of the City's Representative

a. The Director of Public Works and Engineering or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering

deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

b. Codes and Standards

i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.

ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.

iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Consultant if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.

iv. Consultant agrees the services it provides as an experienced and qualified professional engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.

v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

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

7. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

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

i. Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

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

iii. Errors and Omissions
- Limit: $1,000,000 for this project
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required.

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

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

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

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

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

v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE

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

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

9. Subcontractors and Subconsultants

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

10. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager or his designee to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;
(b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
(d) the dissolution of Consultant;
(e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
(f) failing to complete Work within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

12. Supervision of Consultant

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

13. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (30) days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

15. Verifications

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

a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

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

17. Notices

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

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

For the City:

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

For Consultant:

CIVITAS ENGINEERING GROUP, INC.
Attn: Lucia L. Lee, P.E.
2000 W. Sam Houston Pkwy, Suite 1400
Houston, TX 77042

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

18. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

19. No Right to Arbitration

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

20. Waiver

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

21. Complete Agreement

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

22. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager or his designee of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. Headings

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

24. Severability

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

25. Ambiguities

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

26. Authority

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the __ day of _____, 20__, the date of execution by the City Manager or his designee of the City of Baytown.

CITY OF BAYTOWN

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

CONSULTANT:

CIVITAS ENGINEERING GROUP, INC.

(Signature)

Sunil Kommineni, PhD, PE, BCEE

(Printed Name)

President

(Title)

STATE OF Texas §
§
COUNTY OF Harris §

Before me on this day personally appeared Sunil Kommineni, PhD, PE, BCEE, in his/her capacity as President, on behalf of such Civitas Engineering Group, Inc.,

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

(check one)

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

SUBSCRIBED AND SWORN before me this 14th day of August, 2026.

Notary Public in and for the State of Texas

MARILYN H MACINNES
Notary ID #5073831
My Commission Expires
August 10, 2029

R:\Scott\Contracts\Contract Templates\over $25K - blank signature blocks\Professional Services Template-Non-Grant (fillablle) - PWE.docx

EXHIBIT "A"
SCOPE OF WORK

1. BIDDING PHASE

   A. Attend and assist the City in conducting the pre-bid conference including answering questions and interpreting the drawings and specifications.
   B. Prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.
   C. Review tabulated bid results for discrepancies including potential unbalancing of unit bid prices and provide a written recommendation issued on company letterhead for the award of a construction contract.
   D. Provide clarification, correct discrepancies, correct errors and omissions; assist the City in evaluating the bid proposals; and assist in the preparation of a construction contract between the City and the successful bidder.
   E. Prepare a Submittal Log in coordination with the City Design and Construction Project Managers for City approval. The log shall list those items identified in the Contract Documents that require a submittal by the Contractor for City approval. Issue the Submittal Log to the Contractor within one week after the Project is awarded.
   F. Prepare a set of "Issued for Construction Drawings" within 10 business days after bids are received. Revise the "Issued for Construction Drawings" to reflect all addenda changes made to the Bid Documents during the bid period.

2. CONSTRUCTION PHASE

   A. Assign a Professional Engineer licensed in the State of Texas to review and respond to submittals and Requests for Information (RFIs) as requested by the City within three (3) business days. Attend meetings of any official nature concerning the Project as requested by the City unless otherwise set forth in the Scope of Work or approved in writing by the City. All submittal approvals and Request for Information (RFI) responses must include the signature of either the Engineer of Record or their equally qualified designee also licensed as a professional engineer in the State of Texas. The format for the approval block on submittals and RFIs will be provided by the City.
   B. Attend the pre-construction conference scheduled and conducted by the City.
   C. Make periodic visits to the Project site as requested by the City to observe the quality of the executed work with respect to the signed and sealed design plans. Personal Protective Equipment (PPE) requirements at the Project site shall be followed. When making a site visit, the Engineer shall check in with the City's Inspector at the site so it can be noted in the Daily Work Report. If the inspector is not present, the Engineer shall notify the City Construction Project Manager of he or she being on-site.
   D. Immediately notify the City Inspector and the City Construction Project Manager of any unsafe conditions or major work deficiencies observed during the site visits.
   E. Attend a Substantial Completion inspection (a definition of Substantially Complete is provided in the Project Manual General Conditions or as provided in Special Provisions). The Engineer shall notify the City of any deficient items.
   F. Attend a Final Completion Inspection
   G. Prepare Record Drawings incorporating Red Line "As-Built" mark ups into CAD drawings.

Project West Baytown Drainage Project

Project ID DRRP 25-43-003-F339 **File No.**

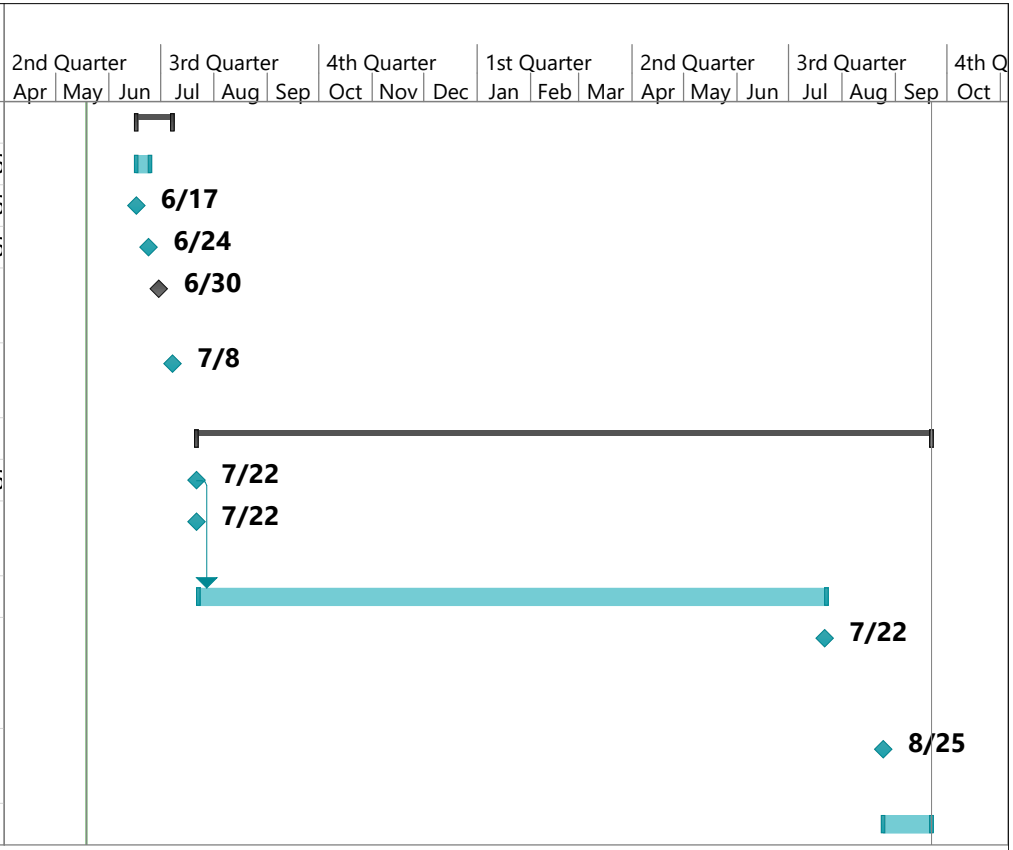
No. Sheets	Description / Task	Estimated Manhours										Total Fee
		Principal	Sr. Project Manager	Project Manager	Project Engineer	EIT/Designer	Sr. Dsgn. Tech.	Design Tech. Draftsman	GIS Tech.	Admin. (hrs)	Subtotal (hrs)	
	Hourly Rates Based on Rate Schedule in Contract	$ 285.00	$ 255.00	$ 225.00	$ 165.00	$ 135.00	$ 135.00	$ 90.00	$ 105.00	$ 1.00		
B	**Additional Services**											
10	**Bidding Phase (as required)**											
	Pre-Bid Conference			4	4						8	$ 1,560.00
	Prepare Addenda as necessary	2		4	8	16					30	$ 4,950.00
	Review Tabulated Results and provide recommendation	2		4	8	24					38	$ 6,030.00
	Prepare Submittal Log			2	4	4					10	$ 1,650.00
Subtotal Bidding Phase		4	0	14	24	44	0	0	0	0	86	
		$ 1,140.00	$ -	$ 3,150.00	$ 3,960.00	$ 5,940.00	$ -	$ -	$ -	$ -		**$ 14,190.00**

Project West Baytown Drainage Project
Project ID DRRP 25-43-003-F339 **File No.**

No. Sheets	Description / Task	Estimated Manhours										
		Principal	Sr. Project Manager	Project Manager	Project Engineer	EIT/Designer	Sr. Dsgn. Tech.	Design Tech. Draftsman	GIS Tech.	Admin. (hrs)	Subtotal (hrs)	Total Fee
	Hourly Rates Based on Rate Schedule in Contract	$ 285.00	$ 255.00	$ 225.00	$ 165.00	$ 135.00	$ 135.00	$ 90.00	$ 105.00	$ 90.00		
B	**Additional Services**											
	Construction Phase Services											
	Assemble "Issued for Construction" Drawings and Project Manual			5	20					8	33	$ 5,145.00
	Attend Pre-Construction Preparation Meeting			4	4						8	$ 1,560.00
	Attend Pre-Construction Meeting			4	4						8	$ 1,560.00
	Attend Monthly Meetings (4hrs ea./1/month - 12 month duration)			24	24	12					60	$ 10,980.00
	Site Visits (3hrs ea./1/month - 12 month duration)			48	48	48					144	$ 25,200.00
	Prepare Construction Site Observation Report (12)			12	36	12					60	$ 10,260.00
	Review Submittals and Prepare Responses (avg. 50 and cofferdam design)			15	60	25					100	$ 16,650.00
	Review/Respond to RFI's (15)			12	48	16					76	$ 12,780.00
	Prepare Design Changes (5)			6	24	24					54	$ 8,550.00
	Review/Respond to Proposals/Modifications/CO (5)			20	20						40	$ 7,800.00
	Review Monthly Pay Estimates (12)			12	36						48	$ 8,640.00
	Review/Respond to Material Testing Results - As directed by District			0	0						0	$ -
	Attend Substantial Completion Inspections			4	4						8	$ 1,560.00
	Attend Final Completion Inspections			4	4						8	$ 1,560.00
	Review/comment on Punch list			16	16						32	$ 6,240.00
	Prepare and Submit Certification Letter			4	8						12	$ 2,220.00
	Prepare Record Drawings			8	16	32					56	$ 8,760.00
	Attend Additional Meetings (10 @ 4 hours ea.)			0	0						0	$ -
												$ 1,496.40
	Subtotal Construction Phase Services	0	0	198	372	169	0	0	0	8	747	
		$ -	$ -	$ 44,550.00	$ 61,380.00	$ 22,815.00	$ -	$ -	$ -	$ 720.00		**$ 129,465.00**

EXHIBIT "C" - SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Bid Phase**	**15 days**	**Wed 6/17/26**	**Wed 7/8/26**
2		Advertise Project	6 days	Wed 6/17/26	Wed 6/24/26
3		Pre-Bid Conference	0 days	Wed 6/17/26	Wed 6/17/26
4		Bid Opening	0 days	Wed 6/24/26	Wed 6/24/26
5		Award Recommendation	0 days	Tue 6/30/26	Tue 6/30/26
6		Construction Contract Award	0 days	Wed 7/8/26	Wed 7/8/26
7		**Construction Phase**	**305 days**	**Wed 7/22/26**	**Tue 9/21/27**
8		Notice to Proceed	0 days	Wed 7/22/26	Wed 7/22/26
9		Pre-Construction Conference	0 days	Wed 7/22/26	Wed 7/22/26
10		Construction	261 days	Thu 7/23/26	Thu 7/22/27
11		Substantial Completion Inspection	0 days	Thu 7/22/27	Thu 7/22/27
12		Final Completion Inspection	0 days	Wed 8/25/27	Wed 8/25/27
13		Closeout	20 days	Wed 8/25/27	Tue 9/21/27



Project: Bid and construciton ph
Date: Tue 5/19/26

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: West Baytown Drainage Improvements Project (DRAI2102)

Company Name: Civitas Engineering Group, Inc.

Department: Public Works/Engineering/BAWA

Date: 8/20/2026 **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.

_____ 8/20/2026

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 9. j.

Meeting Date: 09/10/2026
Subject: Consider an ordinance awarding a construction contract to LEM Construction Company Inc., for the West District Wastewater Treatment Plant One Rehabilitation 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 awarding a construction contract to LEM Construction Company, Inc. for the West District Wastewater Treatment Plant One Rehabilitation Project.

PREFACE

This proposed ordinance would award a construction contract to LEM Construction Company, Inc., in the amount of $7,691,050.00 for the West District Wastewater Treatment Plant One Rehabilitation Project.

The scope includes rehabilitating and replacing aging and deteriorated equipment at the West District Wastewater Treatment Plant One to restore the plant's 4.0 million-gallon-per-day treatment capacity and improve long-term reliability. Improvements include upgrades to the grit removal system, aeration basins, clarifiers, waste activated sludge and scum pumping systems, process piping and valves, along with structural repairs, electrical and instrumentation upgrades, paving, and associated site improvements. The project will extend the useful life of the existing facility and help ensure reliable wastewater treatment service for the community.

The project was advertised on March 31 and April 7, 2026. Two bids were received and publicly opened on May 11, 2026, at 1:00pm. Bids received ranged from $7,691,050.00 to $9,854,405.00. LEM Construction Company, Inc., submitted the lowest bid that provides the best value for the City. Staff concurs with the Engineer's recommendation to award the contract to LEM Construction Company, Inc.

The approval of this ordinance will allow staff to issue a Notice to Proceed. The contract provides six hundred (600) calendar days to reach substantial completion, with an additional forty-five (45) days for final completion.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 45143170-56938
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $7,691,050.00
Fiscal Impact (Additional Information):
Project Ledger: WWTP2202-2025COWWTP-CONSTRUCTI-C.O./BONDS.
Transfer will be required from: 45143170-56938. Project Ledger: WWTP2202-2025COWWTP-ENGINEERIN-C.O./BONDS

Attachments

Ordinance - LEM-WDWWTP
Engineer Letter of Recommendation
Bid Tabulation
Indebtedness Certification

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.

****

WHEREAS, the City Council of the City of Baytown did advertise for bids for the West District Wastewater Treatment Plant One Rehabilitation Project on March 31, 2026 and April 7, 2026; and

WHEREAS, notice to bidders as to the time and place, when and where the bids would be publicly opened and read aloud was published pursuant to provisions of Texas Local Government Code Annotated § 252.041; and

WHEREAS, all bids were opened and publicly read at the Baytown City Hall at 1:00 p.m., May 11, 2026, as per published notice to bidders; and

WHEREAS, LEM Construction Company, Inc., submitted the lowest bid that provides the best value for the City; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby accepts the bid of LEM Construction Company, Inc. for the West District Wastewater Treatment Plant One Rehabilitation Project according to the plans and specifications set forth by the City's engineer, and authorizes payment in an amount not to exceed SEVEN-MILLION, SIX-HUNDRED, NINETY-ONE THOUSAND, FIFTY AND 00/100 DOLLARS ($7,691,050.00), based upon the prices specified in the bid, and the City Manager and the City Clerk of the City are hereby authorized and directed to execute and attest to a contract with LEM Construction Company, Inc. for the above-described project, said contract containing the plans, specifications, and requirements of the City's engineer and appropriate bond requirements in accordance with the provisions of Texas Government Code, Chapter 2253.

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 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

May 26, 2026 Via: E-Mail

Ms. Danielle Cain, PMP
Project Manager
Public Works & Engineering
City of Baytown
2123 Market Street
Baytown, Texas 77520

Re: Bid Tabulation for WW2202 West District WWTP One Rehabilitation Project
IFB No. 26-0504

Dear Ms. Cain:

Bids for the WW2202 West District WWTP One Rehabilitation Project, IFB No. 26-0504, were publicly opened and read on May 11, 2026, at 1:00 PM. The following is a summary of the two (2) bids received:

Contractor	TOTAL BID (Base Bid Items + Extra Unit Price Items + Cash Allowance)	Note
LEM Construction Company, Inc.	**$7,691,050.**	**Low Bidder**
Allco, LLC	$9,854,405.	

DCCM checked the mathematical calculations in both the bids of LEM Construction Company, Inc., and Allco, LLC. The Total Bid prices in both bids appeared correct. LEM Construction Company is the apparent low bidder for this project. A detailed bid tabulation is attached for your reference.

The bidding documents submitted by LEM Construction Company appear to be in order, including acknowledgements of Addenda. DCCM had worked with LEM Construction Company on other wastewater plant rehabilitation projects in the past and did not have any adverse opinion against LEM Construction Company. Therefore, DCCM recommends that the City accept the low bid and award the construction contract to LEM Construction Company, Inc.

Please let us know if you have any questions or need further information.

Regards,

DCCM Infrastructure, Inc.

LC Chen

Li C. Chen, PE
Sr. Project Manager - Infrastructure
LChen@dccm.com

cc: Miles Fabian, PE
J:\COBaytown\2300000503.000_Baytown WW2202 W District WWTP 1 Rehab\5.00_Construction\5.01_Bid_Phase\LTR of Recommendation_05-26-2026.docx

TABULATION OF BIDS
WW2202 West District WWTP One Rehabilitation Project
IFB 26-0504
CITY OF BAYTOWN
BID OPEN 05/11/2026

Prepared By: sb

TABULATION OF BIDS - IFB 26-0504 WW2202 West District WWTP One Rehabilitation Project				BIDDER NUMBER 1 LEM CONSTRUCTION CO, INC. 10849 KINGHURST, SUITE 150 HOUSTON, TX 77099		BIDDER NUMBER 2 ALLCO, LLC PO BOX 3684 BEAUMONT, TX 77704		ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST	
Item No.	**Item Description**	**Unit Meas.**	**Quantity**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
BASE BID ITEMS									
1	Mobilization, Payment and Performance Bonds, and Insurance as required in Section 01505; complete in place	LS	1	$ 200,000.00	$200,000.00	$ 265,000.00	$265,000.00	$ 250,000.00	$250,000.00
2	Replacement of the existing Grit Removal System including Grit Pumps and Grit Classifier equipment, piping, valves, pipe support, and installation of a new Grit System Control Panel with miscellaneous work required to make the Grit removal System complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 650,000.00	$650,000.00	$ 763,000.00	$763,000.00	$ 724,400.00	$724,400.00
3	Replacement of the existing Grit Basin equipment, including new air bridge assembly, aeration draft tube with structural support and miscellaneous work required to make the Grit Basin and aeration system complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 200,000.00	$200,000.00	$ 216,000.00	$216,000.00	$ 204,500.00	$204,500.00
4	Replacement of the Rapid Mix equipment, including Airlift Pumps, aeration draft tubes, air piping, valves, rotameter instruments and miscellaneous work required to make the Rapid Mix aeration system complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 450,000.00	$450,000.00	$ 579,000.00	$579,000.00	$ 693,900.00	$693,900.00
5	Replacement of an existing 10-ft Weir Gate in the Grit Basin and two (2) 7-ft Weir Gates in the Rapid Mix Basin including miscellaneous work required to make the Weir Gates complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 150,000.00	$150,000.00	$ 234,000.00	$234,000.00	$ 167,900.00	$167,900.00
6	Replacement of the Air Bridge structural support and aeration equipment in the two (2) Aeration Basins, including bridge support frame and aeration draft tubes, pipe support brackets, anchors, mud valves, effluent pipe and miscellaneous work required to make the Air Bridge and aeration system complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 1,400,000.00	$1,400,000.00	$ 1,480,000.00	$1,480,000.00	$ 3,226,800.00	$3,226,800.00
7	Replacement of two (2) 95-ft Clarifier Mechanisms, structural support and miscellaneous work required to make the Clarifiers complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 2,500,000.00	$2,500,000.00	$ 2,931,109.00	$2,931,109.00	$ 3,128,200.00	$3,128,200.00
8	Replacement of the Chlorine Contact Basin airdrop pipe support and miscellaneous work required to make the Aeration equipment complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 150,000.00	$150,000.00	$ 222,000.00	$222,000.00	$ 189,800.00	$189,800.00
9	Replacement of the WAS Pump Station equipment, piping, valves, control panel and miscellaneous work required to make the WAS Pump Station complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 300,000.00	$300,000.00	$ 326,000.00	$326,000.00	$ 245,600.00	$245,600.00
10	Replacement of the Scum Pump Station equipment, piping, valves, control panel and miscellaneous work required to make the Scum Pump Station complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 400,000.00	$400,000.00	$ 420,000.00	$420,000.00	$ 310,100.00	$310,100.00
11	Replacement of the Air Header Piping Joints and Coupling including structural support and miscellaneous work required to make the air piping operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 140,000.00	$140,000.00	$ 210,000.00	$210,000.00	$ 115,800.00	$115,800.00
12	Replacement of the existing Grating in the Headwork channels with structural support required to make the grating safe and operational, and miscellaneous repair work as shown in the Plans or as described in the Project Manual.	LS	1	$ 50,000.00	$50,000.00	$ 57,459.00	$57,459.00	$ 55,100.00	$55,100.00

TABULATION OF BIDS - IFB 26-0504 WW2202 West District WWTP One Rehabilitation Project				BIDDER NUMBER 1 LEM CONSTRUCTION CO, INC. 10849 KINGHURST, SUITE 150 HOUSTON, TX 77099		BIDDER NUMBER 2 ALLCO, LLC PO BOX 3684 BEAUMONT, TX 77704		ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST	
Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
13	Electrical improvements to include rehab and modification of the existing MCC-1 equipment, installation of a new Grit System control panel for Grit Pumps and Grit Classifier, Clarifier control panels, WAS pump station and Scum pump station control panels, WAS flowmeter, new wiring and conduits to the field equipment, field lighting fixtures replacement, and miscellaneous work required to make the WWTP complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 850,000.00	$850,000.00	$ 1,345,000.00	$1,345,000.00	$ 1,152,619.00	$1,152,619.00
Extra Unit Items									
14	Removal of wastewater from Grit Basin, Rapid Mix Basin and Aeration Basin by pumping to the existing lift station after Plant Operation uses the basins for temporary wastewater storage per occurrence. The work of dewatering and removal of sludge and debris from the basins and cleanup of basins shall be completed within 21 calendar days per occurrence.	EA Occur.	3	$ 9,800.00	$29,400.00	$ 96,041.00	$288,123.00	$9,800.00	$29,400.00
15	Removal of wastewater from one of the Clarifier Basin by pumping to the existing lift station after Plant Operation uses the Clarifier Basin for temporary wastewater storage per occurrence. The work of dewatering and removal of sludge and debris from the basins and cleanup of basins shall be completed within 14 calendar days per occurrence.	EA Occur.	2	$ 8,500.00	$17,000.00	$ 97,155.00	$194,310.00	$8,500.00	$17,000.00
16	Extra HDG Steel or Aluminum Grating, including framing and supports, CIP	SF	150	$ 45.00	$6,750.00	$ 159.00	$23,850.00	$ 45.00	$6,750.00
17	Extra Concrete floor repair using non-shrink grout. Complete in place.	SF	100	$ 65.00	$6,500.00	$ 207.00	$20,700.00	$ 65.00	$6,500.00
18	Replacement of 14” Plug Valve at the Effluent Pump Station, CIP	EA	3	$ 3,500.00	$10,500.00	$ 11,006.00	$33,018.00	$ 3,500.00	$10,500.00
19	Replacement of 14” Check Valve at the Effluent Pump Station, CIP	EA	3	$ 5,000.00	$15,000.00	$ 11,855.00	$35,565.00	$ 5,000.00	$15,000.00
20	Install exposed 3/4" Aluminum Rigid Conduit, CIP	LF	250	$ 17.00	$4,250.00	$ 20.00	$5,000.00	$ 17.00	$4,250.00
21	Install exposed 1” Aluminium Rigid Conduit, CIP	LF	250	$ 20.00	$5,000.00	$ 24.00	$6,000.00	$ 20.00	$5,000.00
22	Install exposed 1-1/2” Aluminum Rigid Conduit, CIP	LF	250	$ 35.00	$8,750.00	$ 41.00	$10,250.00	$ 35.00	$8,750.00
23	Install exposed 2” Aluminum Rigid Conduit, CIP	LF	150	$ 50.00	$7,500.00	$ 62.00	$9,300.00	$ 50.00	$7,500.00
24	1" PVC Schedule 80 Conduit Installed in Underground Duct Bank	LF	400	$ 6.50	$2,600.00	$ 15.00	$6,000.00	$ 6.50	$2,600.00
25	1-1/2" PVC Schedule 80 Conduit Installed in Underground Duct Bank	LF	200	$ 11.00	$2,200.00	$ 14.00	$2,800.00	$ 11.00	$2,200.00
26	2" PVC Schedule 80 Conduit Installed in Underground Duct Bank	LF	200	$ 14.00	$2,800.00	$ 18.00	$3,600.00	$ 14.00	$2,800.00
27	Copper No. 14 AWG conductor with XHHW-2 insulation, installed in conduit	LF	2,000	$ 1.00	$2,000.00	$ 2.00	$4,000.00	$ 1.00	$2,000.00
28	Copper No. 12 AWG conductor with XHHW-2 insulation, installed in conduit	LF	2,000	$ 1.30	$2,600.00	$ 2.00	$4,000.00	$ 1.30	$2,600.00
29	Copper No. 10 AWG conductor with XHHW-2 insulation, installed in conduit	LF	1,000	$ 2.00	$2,000.00	$ 3.00	$3,000.00	$ 2.00	$2,000.00
30	Copper No. 8 AWG conductor with XHHW-2 insulation, installed in conduit	LF	1,000	$ 2.50	$2,500.00	$ 3.50	$3,500.00	$ 2.50	$2,500.00
31	Copper No. 6 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 3.00	$1,500.00	$ 4.00	$2,000.00	$ 3.00	$1,500.00
32	Copper No. 4 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 4.00	$2,000.00	$ 5.00	$2,500.00	$ 4.00	$2,000.00
33	Copper No. 3 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 5.00	$2,500.00	$ 6.50	$3,250.00	$ 5.00	$2,500.00
34	Copper No. 2 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 6.00	$3,000.00	$ 8.50	$4,250.00	$ 6.00	$3,000.00
35	Duct bank trenching, rebar, concrete encasement, and backfill for duct bank where the top of the ducts is 36" below grade	LF	300	$ 25.00	$7,500.00	$ 30.00	$9,000.00	$ 25.00	$7,500.00

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Item No.	**Item Description**	**Unit Meas.**	**Quantity**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
36	Duct bank trenching, rebar, concrete encasement, and backfill for duct bank where the top of the ducts is 48" below grade	LF	150	$ 30.00	$4,500.00	$ 37.00	$5,550.00	$ 30.00	$4,500.00
37	Duct bank trenching, rebar, concrete encasement, and backfill for duct bank where the top of the ducts is 60" below grade	LF	50	$ 48.00	$2,400.00	$ 55.00	$2,750.00	$ 48.00	$2,400.00
38	Removal and Replacement of an existing nonoperational light pole stanchion and lighting fixtures.	EA	4	$ 3,550.00	$14,200.00	$ 4,250.00	$17,000.00	$ 3,550.00	$14,200.00
39	Replacement of existing Air Header 10" Lug Style Butterfly Valves, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	4	$ 1,500.00	$6,000.00	$ 4,076.00	$16,304.00	$ 1,500.00	$6,000.00
40	Replacement of existing Air Header 8" Lug Style Butterfly Valves, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	2	$ 1,000.00	$2,000.00	$ 3,256.00	$6,512.00	$ 1,000.00	$2,000.00
41	Replacement of existing Air Pipe 6" Lug Style Butterfly Valves, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	2	$ 800.00	$1,600.00	$ 2,236.00	$4,472.00	$ 800.00	$1,600.00
42	Replacement of existing Air Piping 4" or 3" Butterfly Valve, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	3	$ 500.00	$1,500.00	$ 1,411.00	$4,233.00	$ 500.00	$1,500.00
Cash Allowance									
43	(Cash Allowance) Reserved for use by City of Baytown	LS	1	$ 75,000.00	$75,000.00	$ 75,000.00	$75,000.00	$75,000.00	$75,000.00
	SUBTOTAL BASE BID ITEMS 1 - 13				$7,440,000.00		$9,048,568.00	$10,464,719.00	$10,464,719.00
	SUBTOTAL EXTRA BID ITEMS 14-42				$176,050.00		$730,837.00		$176,050.00
	GRAND TOTAL				**$7,691,050.00**		**$9,854,405.00**		**$10,715,769.00**

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WW2202 West District WWTP One Rehabilitation Project
IFB 26-0504
CITY OF BAYTOWN
BID OPEN 05/11/2026

Prepared By: sb

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BASE BID ITEMS									
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3	Replacement of the existing Grit Basin equipment, including new air bridge assembly, aeration draft tube with structural support and miscellaneous work required to make the Grit Basin and aeration system complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 200,000.00	$200,000.00	$ 216,000.00	$216,000.00	$ 204,500.00	$204,500.00
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5	Replacement of an existing 10-ft Weir Gate in the Grit Basin and two (2) 7-ft Weir Gates in the Rapid Mix Basin including miscellaneous work required to make the Weir Gates complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 150,000.00	$150,000.00	$ 234,000.00	$234,000.00	$ 167,900.00	$167,900.00
6	Replacement of the Air Bridge structural support and aeration equipment in the two (2) Aeration Basins, including bridge support frame and aeration draft tubes, pipe support brackets, anchors, mud valves, effluent pipe and miscellaneous work required to make the Air Bridge and aeration system complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 1,400,000.00	$1,400,000.00	$ 1,480,000.00	$1,480,000.00	$ 3,226,800.00	$3,226,800.00
7	Replacement of two (2) 95-ft Clarifier Mechanisms, structural support and miscellaneous work required to make the Clarifiers complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 2,500,000.00	$2,500,000.00	$ 2,931,109.00	$2,931,109.00	$ 3,128,200.00	$3,128,200.00
8	Replacement of the Chlorine Contact Basin airdrop pipe support and miscellaneous work required to make the Aeration equipment complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 150,000.00	$150,000.00	$ 222,000.00	$222,000.00	$ 189,800.00	$189,800.00
9	Replacement of the WAS Pump Station equipment, piping, valves, control panel and miscellaneous work required to make the WAS Pump Station complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 300,000.00	$300,000.00	$ 326,000.00	$326,000.00	$ 245,600.00	$245,600.00
10	Replacement of the Scum Pump Station equipment, piping, valves, control panel and miscellaneous work required to make the Scum Pump Station complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 400,000.00	$400,000.00	$ 420,000.00	$420,000.00	$ 310,100.00	$310,100.00
11	Replacement of the Air Header Piping Joints and Coupling including structural support and miscellaneous work required to make the air piping operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 140,000.00	$140,000.00	$ 210,000.00	$210,000.00	$ 115,800.00	$115,800.00
12	Replacement of the existing Grating in the Headwork channels with structural support required to make the grating safe and operational, and miscellaneous repair work as shown in the Plans or as described in the Project Manual.	LS	1	$ 50,000.00	$50,000.00	$ 57,459.00	$57,459.00	$ 55,100.00	$55,100.00

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13	Electrical improvements to include rehab and modification of the existing MCC-1 equipment, installation of a new Grit System control panel for Grit Pumps and Grit Classifier, Clarifier control panels, WAS pump station and Scum pump station control panels, WAS flowmeter, new wiring and conduits to the field equipment, field lighting fixtures replacement, and miscellaneous work required to make the WWTP complete and operational as shown in the Plans or as described in the Project Manual.	LS	1	$ 850,000.00	$850,000.00	$ 1,345,000.00	$1,345,000.00	$ 1,152,619.00	$1,152,619.00
Extra Unit Items									
14	Removal of wastewater from Grit Basin, Rapid Mix Basin and Aeration Basin by pumping to the existing lift station after Plant Operation uses the basins for temporary wastewater storage per occurrence. The work of dewatering and removal of sludge and debris from the basins and cleanup of basins shall be completed within 21 calendar days per occurrence.	EA Occur.	3	$ 9,800.00	$29,400.00	$ 96,041.00	$288,123.00	$9,800.00	$29,400.00
15	Removal of wastewater from one of the Clarifier Basin by pumping to the existing lift station after Plant Operation uses the Clarifier Basin for temporary wastewater storage per occurrence. The work of dewatering and removal of sludge and debris from the basins and cleanup of basins shall be completed within 14 calendar days per occurrence.	EA Occur.	2	$ 8,500.00	$17,000.00	$ 97,155.00	$194,310.00	$8,500.00	$17,000.00
16	Extra HDG Steel or Aluminum Grating, including framing and supports, CIP	SF	150	$ 45.00	$6,750.00	$ 159.00	$23,850.00	$ 45.00	$6,750.00
17	Extra Concrete floor repair using non-shrink grout. Complete in place.	SF	100	$ 65.00	$6,500.00	$ 207.00	$20,700.00	$ 65.00	$6,500.00
18	Replacement of 14” Plug Valve at the Effluent Pump Station, CIP	EA	3	$ 3,500.00	$10,500.00	$ 11,006.00	$33,018.00	$ 3,500.00	$10,500.00
19	Replacement of 14” Check Valve at the Effluent Pump Station, CIP	EA	3	$ 5,000.00	$15,000.00	$ 11,855.00	$35,565.00	$ 5,000.00	$15,000.00
20	Install exposed 3/4" Aluminum Rigid Conduit, CIP	LF	250	$ 17.00	$4,250.00	$ 20.00	$5,000.00	$ 17.00	$4,250.00
21	Install exposed 1” Aluminium Rigid Conduit, CIP	LF	250	$ 20.00	$5,000.00	$ 24.00	$6,000.00	$ 20.00	$5,000.00
22	Install exposed 1-1/2” Aluminum Rigid Conduit, CIP	LF	250	$ 35.00	$8,750.00	$ 41.00	$10,250.00	$ 35.00	$8,750.00
23	Install exposed 2” Aluminum Rigid Conduit, CIP	LF	150	$ 50.00	$7,500.00	$ 62.00	$9,300.00	$ 50.00	$7,500.00
24	1" PVC Schedule 80 Conduit Installed in Underground Duct Bank	LF	400	$ 6.50	$2,600.00	$ 15.00	$6,000.00	$ 6.50	$2,600.00
25	1-1/2" PVC Schedule 80 Conduit Installed in Underground Duct Bank	LF	200	$ 11.00	$2,200.00	$ 14.00	$2,800.00	$ 11.00	$2,200.00
26	2" PVC Schedule 80 Conduit Installed in Underground Duct Bank	LF	200	$ 14.00	$2,800.00	$ 18.00	$3,600.00	$ 14.00	$2,800.00
27	Copper No. 14 AWG conductor with XHHW-2 insulation, installed in conduit	LF	2,000	$ 1.00	$2,000.00	$ 2.00	$4,000.00	$ 1.00	$2,000.00
28	Copper No. 12 AWG conductor with XHHW-2 insulation, installed in conduit	LF	2,000	$ 1.30	$2,600.00	$ 2.00	$4,000.00	$ 1.30	$2,600.00
29	Copper No. 10 AWG conductor with XHHW-2 insulation, installed in conduit	LF	1,000	$ 2.00	$2,000.00	$ 3.00	$3,000.00	$ 2.00	$2,000.00
30	Copper No. 8 AWG conductor with XHHW-2 insulation, installed in conduit	LF	1,000	$ 2.50	$2,500.00	$ 3.50	$3,500.00	$ 2.50	$2,500.00
31	Copper No. 6 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 3.00	$1,500.00	$ 4.00	$2,000.00	$ 3.00	$1,500.00
32	Copper No. 4 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 4.00	$2,000.00	$ 5.00	$2,500.00	$ 4.00	$2,000.00
33	Copper No. 3 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 5.00	$2,500.00	$ 6.50	$3,250.00	$ 5.00	$2,500.00
34	Copper No. 2 AWG conductor with XHHW-2 insulation, installed in conduit	LF	500	$ 6.00	$3,000.00	$ 8.50	$4,250.00	$ 6.00	$3,000.00
35	Duct bank trenching, rebar, concrete encasement, and backfill for duct bank where the top of the ducts is 36" below grade	LF	300	$ 25.00	$7,500.00	$ 30.00	$9,000.00	$ 25.00	$7,500.00

TABULATION OF BIDS - IFB 26-0504 WW2202 West District WWTP One Rehabilitation Project				BIDDER NUMBER 1 LEM CONSTRUCTION CO, INC. 10849 KINGHURST, SUITE 150 HOUSTON, TX 77099		BIDDER NUMBER 2 ALLCO, LLC PO BOX 3684 BEAUMONT, TX 77704		ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST	
Item No.	**Item Description**	**Unit Meas.**	**Quantity**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
36	Duct bank trenching, rebar, concrete encasement, and backfill for duct bank where the top of the ducts is 48" below grade	LF	150	$ 30.00	$4,500.00	$ 37.00	$5,550.00	$ 30.00	$4,500.00
37	Duct bank trenching, rebar, concrete encasement, and backfill for duct bank where the top of the ducts is 60" below grade	LF	50	$ 48.00	$2,400.00	$ 55.00	$2,750.00	$ 48.00	$2,400.00
38	Removal and Replacement of an existing nonoperational light pole stanchion and lighting fixtures.	EA	4	$ 3,550.00	$14,200.00	$ 4,250.00	$17,000.00	$ 3,550.00	$14,200.00
39	Replacement of existing Air Header 10" Lug Style Butterfly Valves, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	4	$ 1,500.00	$6,000.00	$ 4,076.00	$16,304.00	$ 1,500.00	$6,000.00
40	Replacement of existing Air Header 8" Lug Style Butterfly Valves, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	2	$ 1,000.00	$2,000.00	$ 3,256.00	$6,512.00	$ 1,000.00	$2,000.00
41	Replacement of existing Air Pipe 6" Lug Style Butterfly Valves, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	2	$ 800.00	$1,600.00	$ 2,236.00	$4,472.00	$ 800.00	$1,600.00
42	Replacement of existing Air Piping 4" or 3" Butterfly Valve, Epoxy Coated Iron with 316 Stainless Steel Disc, Lever Operator with gaskets for high temperature services. CIP	EA	3	$ 500.00	$1,500.00	$ 1,411.00	$4,233.00	$ 500.00	$1,500.00
Cash Allowance									
43	(Cash Allowance) Reserved for use by City of Baytown	LS	1	$ 75,000.00	$75,000.00	$ 75,000.00	$75,000.00	$75,000.00	$75,000.00
	SUBTOTAL BASE BID ITEMS 1 - 13				$7,440,000.00		$9,048,568.00	$10,464,719.00	$10,464,719.00
	SUBTOTAL EXTRA BID ITEMS 14-42				$176,050.00		$730,837.00		$176,050.00
	GRAND TOTAL				**$7,691,050.00**		**$9,854,405.00**		**$10,715,769.00**

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: West District Wastewater Treatment Plant One Rehabilitation Project (WWTP2202)

Company Name: LEM Construction Company, Inc.

Department: Public Works/Engineering/BAWA

Date: 8/25/2026 **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.

_____ 8/25/2026

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 9. k.

Meeting Date: 09/10/2026

Subject: 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.

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 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.

PREFACE

The proposed ordinance authorizes an agreement for lead service line inspection services for the Lead Service Line Replacement Project from Southern Trenchless Solutions, LLC., in the amount of $403,442.00, through the Buyboard Cooperative Purchasing Program contract #730-24.

The purpose of the services is to follow state and federal regulations regarding the inspection of water service lines for lead, and document the findings. This is in response to the Environmental Protection Agency (EPA) Lead Service Line Inventory requirement.

The scope of the work initiates the second phase of collecting and verifying the field data including pictures for each of the service lines, as well as entering that data into the electronic templates. To collect the data, the field technicians will use either visual verification, (if the service line can be seen from within the meter box), or manual inspection by hand-excavating the area around the meter box and exposing the service line. Upon completion of field data collection, electronic files will be delivered containing locations of service lines and water meters.

Contractors are approved vendors through the Buyboard Cooperative Purchasing Program. The city of Baytown is a member of the same, and can access contracts with the supplying companies. The cooperative agreement has already been competitively bid, for which the city is receiving the deepest discounts.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 45143160-56936
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $400,000.00
Fiscal Impact (Additional Information):
Project Ledger: WATR2304-2025COWATR-ENGINEERIN-C.O./BONDS

Fiscal Year: 2026
Acct Code: 45123160-56939
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $1,231.54
Fiscal Impact (Additional Information):
Project Ledger: WATR2304-2024COWATR-ENGINEERIN-C.O./BONDS

Fiscal Year:	2026
Acct Code:	51103163-56936
Source of Funds (Operating/Capital/Bonds):	Capital
Funds Budgeted Y/N:	Y
Amount Needed:	$2,210.46

Fiscal Impact (Additional Information):

Project Ledger: WATR2304-WSCIPF-WAT-ENGINEERIN-OPERATCASH

Transfer of $2,210.46 from WATR2102 into WATR2304 upon council approval.

Attachments

Ordinance Authorizing Water Service Line Services with Southern Trenchless

Agreement - Southern Trenchless Solutions - Water Service Line Services

Buyboard Renewal Letter - Contract #730-24

Buyboard Contract #730-24 Southern Trenchless Solutions, LLC.

Indebtedness Certification

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.

****

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes 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 (BuyBoard).

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to an Agreement for Water Service Line Services with Southern Trenchless Solutions, LLC. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney

R:\Ordinances and Resolutions\Ordinance Drafts\2026-09-10\Ord--Authorizing Water Service Line Services Agreement with Southern Trenchless.kh.docx

AGREEMENT FOR WATER SERVICE LINE SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. Scope of Services/Vendor Fees

a. This Agreement authorizes Vendor to perform water service line services for lead testing (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."

b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10) shall terminate:

☒ upon completion of the Work in accordance with this Agreement, including Exhibits;
☐ number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals;
☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.

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

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

2. Compensation and Fees

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

i. Water Service Line Lead Testing. $403,442.00
ii. $0.00
iii. $0.00
iv. $0.00
v. $0.00
vi. **Total Not to Exceed.....$**403,442.00

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

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

d. Vendor shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Vendor shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Vendor's invoice being denied.

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

f. The City shall pay Vendor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Vendor, shall pay the reasonable attorney fees of the prevailing party.

3. Personnel of Vendor

a. Vendor's Project Manager
Vendor shall designate Erin Moore, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.

b. Data on Vendor's Employees
Prior to commencement of the Work, Vendor shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

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

4. Designation and Duties of the City's Representative

a. The Director of Public Works or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his/her best efforts to provide nonconfidential City records for Vendor's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Vendor shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

a. Vendor shall perform all services under this Agreement with the care and skill ordinarily used by members of Vendor's profession practicing under the same or similar circumstances, time and locality. Opinion of probable costs shall be based upon the Vendor's experience and represent its best judgment as an experienced and skilled practitioner. Each submittal of opinion of probable cost shall be commensurate with the project design.

Vendor shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation.

b. Codes and Standards

i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.

ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.

iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Vendor if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Vendor shall state the alternative codes and regulations used.

iv. Vendor agrees the services it provides as an experienced and qualified technician for Water Service Line lead Testing will reflect the professional standards, procedures and performances common in the industry for this project. Vendor further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the

selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.

v. Vendor shall promptly correct any defects caused by Vendor at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Vendor's services hereunder or of the Work itself shall in no way alter Vendor's obligations or the City's rights under this Agreement. As applicable, Vendor shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

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

7. Insurance

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

a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Vendor's insurance and shall not contribute to it. Further, Vendor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

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

i. Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

ii. Business Automobile Policy

- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required

iii. Errors and Omissions
- Limit: $1,000,000 for this project
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project
- Waiver of Subrogation required

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required

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

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

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

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

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

v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Vendor. Vendor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, VENDOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL (COLLECTIVELY, VENDOR'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH VENDOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY VENDOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF VENDOR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE VENDOR'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE VENDOR'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, VENDOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of

this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Vendor assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Vendor's services to be performed hereunder. This release shall apply with respect to Vendor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Subcontractors

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

10. Termination of Vendor

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager or his designee to Vendor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Vendor breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;
(b) failing to pay any payments due the city, state, or federal government from Vendor or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against Vendor;
(d) the dissolution of Vendor;
(e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
(f) failing to complete the Work within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Vendor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Vendor shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Vendor shall also tender to the City's Representative all of Vendor's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Vendor under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Vendor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Vendor's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate Work on the Project that is subject to this Agreement.

12. Supervision of Vendor

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

13. Billing

The City shall have thirty (30) days to pay Vendor's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the Work or services performed and the date(s) of such Work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Vendor shall invoice the City for Work performed no more than once a month and may not invoice the City for Work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Vendor and/or its subcontractors perform the services or incur the expense. Failure by Vendor to comply with this requirement shall result in Vendor's invoice being denied and the City being relieved from any liability for payment of the late invoice.

14. Indebtedness

If Vendor, at any time during the term of this Agreement, incurs a debt, as that word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Vendor has incurred a debt, the City's Director of Finance shall immediately notify Vendor in writing. If Vendor does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Vendor under this Agreement, and Vendor waives any recourse therefor.

15. Verifications

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

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

c. the Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

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

17. Notices

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

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

For the City:

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

For Vendor:

Southern Trenchless Solutions
Attn:Tom Tanner
1200 W Exp 83
La Feria, TX 78559

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

18. No Third-Party Beneficiary

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

19. No Right to Arbitration

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

20. Waiver

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

21. Complete Agreement

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

22. No Assignment

Vendor may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager or his designee of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. Headings

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

24. Severability

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

25. Ambiguities

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

26. Authority

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the __ day of _____, 20__, the date of execution by the City Manager or his designee of the City of Baytown.

CITY OF BAYTOWN

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

VENDOR:

Southern Trenchless Solutions

_____
(Signature)

Ramon Cisneros
(Printed Name)

Owner
(Title)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me on this day personally appeared Ramon Cisneros, in his/her capacity as Owner, on behalf of Southern Trenchless Solutions, LLC

☑ 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 20th day of July, 2026

PATRICIA ANN DE LA CRUZ
Notary ID #131288122
My Commission Expires
October 9, 2029

_____
Notary Public in and for the State of Texas

EXHIBIT A

SOUTHERN TRENCHLESS SOLUTIONS

Quote Issued 6/18/2026

Quote # 26-005-305

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Project: City of Baytown
Service Line Inventory

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	177		6,838	EA	59.00	403,442.00
		Scope of work will be: LSPS Solutions, LLC proposes to perform the following work activities to successfully perform a service line inventory for the City of Baytown to comply with the Revised Lead and Copper Rule:				
		1. The first task to be completed in this process is to conduct a kick-off meeting with the appropriate City staff and the City's engineering consultant to make sure all parties understand and agree on the Project scope.				

Total

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless Solutions, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

SOUTHERN TRENCHLESS SOLUTIONS

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued 6/18/2026

Quote # 26-005-305

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Project: City of Baytown
Service Line Inventory

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
		2. Following the kick-off meeting, the City's engineering consultant will provide access to the ESRI Field Maps application and pre-populate the application with the individual service line locations and preliminary information.				
		3. LSPS Solutions LLC staff will then begin making trips to the project sites and collecting or verifying the field data for each of the service lines as well as entering that data into the Field Maps application. To collect the data, the field technicians will use either visual verification, (if the service line can be seen from within the meter box), or manual inspection by hand-excavating the area around the meter box and exposing the service line.				

Total

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless Solutions, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued 6/18/2026

Quote # 26-005-305

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Project: City of Baytown
Service Line Inventory

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
		4. Deliverables for the project will be the information that is entered into the ESRI Field Maps application.				

Total **$403,442.00**

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless Solutions, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 1, 2026

Sent via email to: Adminstx@southerntrenchless.com

Ramon Closner
Southern Trenchless Solutions, LLC
1200 W. Expressway 83
La Feria,, TX 78559

Re: Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products)
BuyBoard Contract 730-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products), Contract 730-24, for which the current term is set to expire March 31, 2026. At this time, the BuyBoard is renewing your contract through March 31, 2027. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Endorsed by TASB TASA TML TEXAS MUNICIPAL LEAGUE TASBO

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 24, 2024

Sent Via Email: Adminstx@southerntrenchless.com

Pat De La Cruz
Southern Trenchless Solutions, LLC
P.O. Box 8084
Weslaco, TX 78599

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 730-24, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation (Thermo Cured 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 April 1, 2024 through March 31, 2025, 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. 730-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by:

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Cured in Place Pipe (CIPP) for Pipeline Rehabilitation (Thermo Cured Products)	**Proposal Due Date/Opening Date and Time** November 2, 2023, at 4:00 PM
Proposal Invitation Number 730-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2024, through March 31, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Southern Trenchless Solutions, LLC.
Name of Proposing Company

October 30, 2023
Date

1200 W. Expressway 83
Street Address


Signature of Authorized Company Official

La Feria, Texas 78559
City, State, Zip

Ramon Closner
Printed Name of Authorized Company Official

(956) 277-0354
Telephone Number of Authorized Company Official

Managing Member
Position or Title of Authorized Company Official

N/A
Fax Number of Authorized Company Official

27-1775672
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: RC

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): N/A

Details of Conviction(s): N/A

Initial: RC

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		
N/A	N/A		
City	**State**	**Zip Code**	
N/A	N/A	N/A	

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? $ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

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: 1271775672500 / 222099638

Name of Certifying Agency: Texas Comptroller of Public Accounts / SCTRCA

☐ 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: RC

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: _____

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:

N/A

Initial: _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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:

N/A

(Attach additional sheets if needed.)

Initial: RC

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: N/A

(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: RE

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** KC

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: LC

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: RC

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Southern Trenchless Solutions, LLC.

Company Name

Signature of Authorized Company Official

Ramon Closner, Managing Member

Printed Name and Title

October 30, 2023

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Southern Trenchless Solutions, LLC.

*(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: 27-1775672

*(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.)*

Southern Trenchless Solutions, LLC.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Southern Trenchless Solutions, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 8084

Requester's name and address (optional)

6 City, state, and ZIP code

Weslaco, Texas 78599

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	1	7	7	5	6	7	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 10/30/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 13,000,000.00 . (The period of the 12-month period is 7/1/2022 / 6/30/2023). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☒ **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: Discount will remain the same.

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Military Water Supply; George Lazaro;(956)797-3411; GELazaro@fulcrum-cs.com; zero discount; 6.7 Million					
2.	City of San Juan; Juan Martinez; (956)310-1670; jmartinez@sjtx.us; zero discount; 2.4Million					
3.	Harlingen Water Works Pkg 1; George Torres; (956)245-5918; gtorres@hwws.com; zero discount; 2.2 Million					
4.	City of Tyler; Paul Neuhaus; (903)531-1085; pneuhaus@tylertex.com; zero discount; 2.2 Million					
5.	North Texas Municipal WD; Ashley Burt, (469) 626-4300; aburt@NTMWD.com; 6.2 Million					

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.)

COMPANY PROFILE:

SOUTHERN TRENCHLESS SOLUTIONS, LLC.

is an industry leading construction company in the wastewater rehabilitation industry. Our goal is to consistently rehabilitate wastewater infrastructure in the safest, efficient, and most professional manner possible. We take great pride in exceeding the expectations of our clients, employees, and communities.

Some of the services Southern Trenchless Solutions, LLC. offered through the BuyBoard are: Manhole Rehabilitation, Lift Station Rehabilitation, Closed Circuit Televising, Pipe Bursting, Cured in Place Pipe, Bypass Pumping and other services.

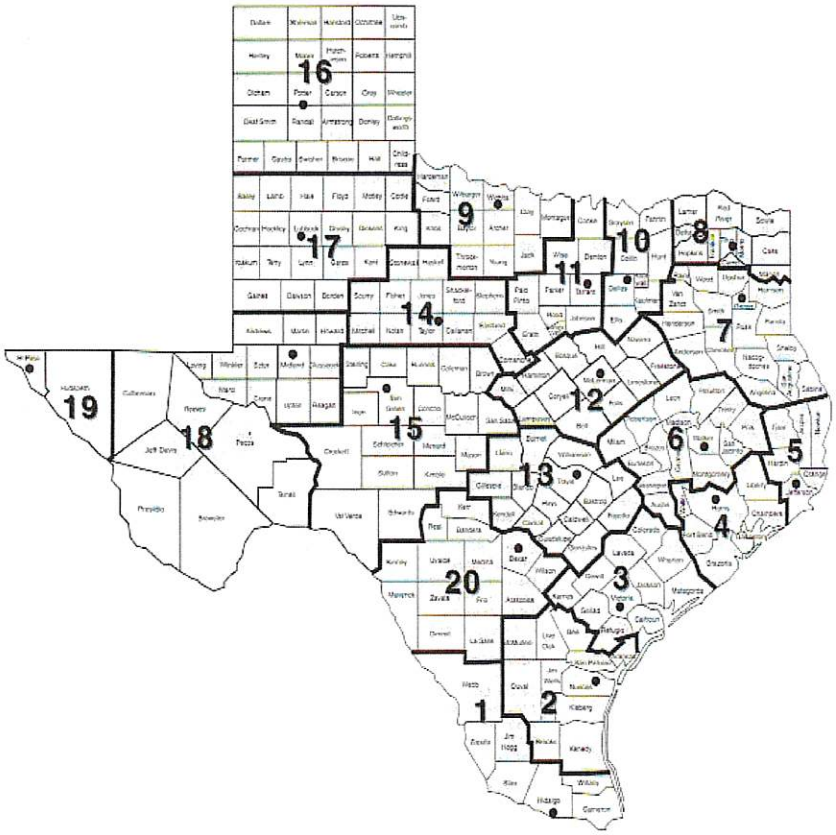
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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.*

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- ▪ 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

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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.

Southern Trenchless Solutions, LLC.	Proposal #730-24
Name of Vendor	Proposal Invitation Number
	Ramon Closner
Signature of Authorized Company Official	Printed Name of Authorized Company Official

10/30/2023

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
N/A	N/A	N/A

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A	N/A
Designated Dealer Name	Designated Dealer Contact Person

N/A

Designated Dealer Address

N/A	N/A	N/A
City	State	Zip Code

N/A	N/A
Phone Number	Fax Number
N/A	N/A
Email address	Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Southern Trenchless Solutions, LLC has been in business for 13 Years 9 Months. Our Company has not operated under another business name and is not for sale.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Southern Trenchless Solutions LLC has worked on numerous projects with various municipalities all over Texas such as North Texas Municipal Water District, City of Tyler, Military Highway Water District, Harlingen Water Works Systems, among others. We have provided Services such as Pipebursting, Manhole & Lift Station Rehabilitation, CCTV & other services.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Ramon Closner & Pedro Santos; Owner of Souther Trenchless Solutions have over 45yrs experience together. Pat De La Cruz, Administrator with 24 yrs experience; Mario Salazar, Field Supervisor with 16 yrs experience. Southern Trenchless has 25 employees with a combined 16 years experience. The Field Supervisor will have Morning meetings with the employees to make sure everything is in place for the days work and projects are completed on a daily basis.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

Southern Trenchless Solutions has always worked well with all parties on their contracts. Southern Trenchless does not have problems working with any Cooperative Member and its designated architect or engineer.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Southern Trenchless Solutions provides services with Manhole & Lift Stations Rehabilitations. We work with coatings to manholes, wet wells, sewer treatment plants, cleaning and televising sewer lines and lift stations.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Southern Trenchless Solutions has established a solid foundation using our marketing tools, such as brochures, websites, business cards, and our constant attendance at industry related trade shows. Southern Trenchless Solutions, LLC. has a full-time Marketing Director which overlooks all marketing aspects of the business. If selected again we will continue to support the Buyboard and ensure fast cost effective solutions to our customers.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Southern Trenchless Solutions maintains a high bank balance and also has a line of credit at the bank. STS has a bond rating of (A++), our bonding capacity is $35 mm Aggregate & $30 Million Single Project. Our Insurance Coverage Limits are attached. STS nor its owner's have been a debtor a party to a bankruptcy, receivership, or insolvency proceeding.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Not Applicable.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Not Applicable.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Southern Trenchless Solutions utilizes product from ISO 9000 company.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Travelers Casualty & Surety Co of America

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

See Attached Reports for the last three years.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SOUTHERN TRENCHLESS SOLUTIONS LLC **Risk ID:** 421307601

Rating Effective Date: 07/12/2023 **Production Date:** 03/02/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.09	22,889	35,209	12,320	0	25,500	6,038	6,038

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.09		22,889	35,209	12,320	0	25,500	6,038	6,038

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	6,038	46,329	0	52,367
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	12,320	46,329	2,060	60,709

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.86

REVISED RATING
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272586 **Eff-Date:** 07-12-2022 **Exp-Date:** 07-12-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SOUTHERN TRENCHLESS SOLUTIONS LLC **Risk ID:** 421307601

Rating Effective Date: 07/12/2023 **Production Date:** 03/02/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2019 **Exp Date:** 07/12/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	61,750	93	28	6001190373	05	F	5,470	5,470
6306	1.19	.35	830,668	9,885	3,460					
8810	.03	.48	126,278	38	18					
Policy Total:			**1,018,696**	**Subject Premium:**	**57,239**	**Total Act Inc Losses:**			**5,470**	

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2020 **Exp Date:** 07/12/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	52,246	78	23					
6306	1.19	.35	1,067,094	12,698	4,444					
8810	.03	.48	92,034	28	13					
Policy Total:			**1,211,374**	**Subject Premium:**	**66,159**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2021 **Exp Date:** 07/12/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	78,000	117	35	3001310970	05	F	568	568
6306	1.19	.35	1,028,799	12,243	4,285					
8810	.03	.48	97,000	29	14					
Policy Total:			**1,203,799**	**Subject Premium:**	**59,017**	**Total Act Inc Losses:**			**568**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SOUTHERN TRENCHLESS SOLUTIONS LLC **Risk ID:** 421307601

Rating Effective Date: 07/12/2022 **Production Date:** 02/17/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.09	21,832	34,104	12,272	0	24,625	8,133	8,133

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.09		21,832	34,104	12,272	0	24,625	8,133	8,133

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	8,133	44,492	0	52,625
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	12,272	44,492	1,965	58,729

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.90

Carrier: 29939-000 **Policy:** 0001272586 **Eff-Date:** 07-12-2021 **Exp-Date:** 07-12-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SOUTHERN TRENCHLESS SOLUTIONS LLC **Risk ID:** 421307601

Rating Effective Date: 07/12/2022 **Production Date:** 02/17/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2018 **Exp Date:** 07/12/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	53,600	91	27	8001151108	05	F	2,663	2,663
6306	1.27	.36	757,762	9,624	3,465					
8810	.03	.48	92,359	28	13					
Policy Total:			**903,721**	**Subject Premium:**	**62,653**	**Total Act Inc Losses:**			**2,663**	

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2019 **Exp Date:** 07/12/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	61,750	105	32	6001190373	05	F	5,470	5,470
6306	1.27	.36	830,668	10,549	3,798					
8810	.03	.48	126,278	38	18					
Policy Total:			**1,018,696**	**Subject Premium:**	**57,239**	**Total Act Inc Losses:**			**5,470**	

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2020 **Exp Date:** 07/12/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	52,246	89	27					
6306	1.27	.36	1,067,094	13,552	4,879					
8810	.03	.48	92,034	28	13					
Policy Total:			**1,211,374**	**Subject Premium:**	**66,159**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SOUTHERN TRENCHLESS SOLUTIONS LLC **Risk ID:** 421307601

Rating Effective Date: 07/12/2021 **Production Date:** 04/12/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.09	21,449	32,985	11,536	0	24,500	8,348	8,348

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.09		21,449	32,985	11,536	0	24,500	8,198	8,198

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	8,198	44,019	0	52,217
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	11,536	44,019	1,930	57,485

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.91

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272586 **Eff-Date:** 07-12-2020 **Exp-Date:** 07-12-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SOUTHERN TRENCHLESS SOLUTIONS LLC **Risk ID:** 421307601

Rating Effective Date: 07/12/2021 **Production Date:** 04/12/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2017 **Exp Date:** 07/12/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	66,700	120	35	0001073565	06	F	215	215
6306	1.49	.35	597,072	8,896	3,114					
8810	.03	.46	94,174	28	13					
Policy Total:			**757,946**	**Subject Premium:**	**41,552**	**Total Act Inc Losses:**			**215**	

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2018 **Exp Date:** 07/12/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	53,600	96	28	8001151108	05	F	2,663	2,663
6306	1.49	.35	757,762	11,291	3,952					
8810	.03	.46	92,359	28	13					
Policy Total:			**903,721**	**Subject Premium:**	**62,653**	**Total Act Inc Losses:**			**2,663**	

42-TEXAS **Firm ID:** **Firm Name:** SOUTHERN TRENCHLESS SOLUTIONS LLC

Carrier: 29939 **Policy No.** 0001272586 **Eff Date:** 07/12/2019 **Exp Date:** 07/12/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	61,750	111	32	8001190373	05	F	5,470	5,470
6306	1.49	.35	830,668	12,377	4,332					
8810	.03	.46	126,278	38	17					
Policy Total:			**1,018,696**	**Subject Premium:**	**57,239**	**Total Act Inc Losses:**			**5,470**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

P.O. Box 400, Austin, Texas 78767
800.695.2919 • blds@buyboard.com • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered and* **Manufacturer Authorization Letters, Third Party Certification** (ISO 9000 or other recognized third-party certified organization standard), **Five Year CIPP Project Direct Experience.**

BuyBoard
P.O. Box 400, Austin, Texas 78767
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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 1: 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed**. Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Section I: CIPP Thermo Cured Products

5%. 1. Discount (%) off catalog/pricelist for **CIPP Mainline Rehabilitation Gravity Applications and Related Items.**
5%. 2. Discount (%) off catalog/pricelist for **Pipe Bursting Rehabilitation and Related Items.**
5%. 3. Discount (%) off catalog/pricelist for **Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items.**
5%. 4. Discount (%) off catalog/pricelist for **Bypass for Gravity Pipelines and Related Items.**
5%. 5. Discount (%) off catalog/pricelist for **Clean/TV and Evaluation for Gravity Pipelines and Related Items.**
5%. 6. Discount (%) off catalog/pricelist for **Excavation and Related Items.**
5%. 7. Discount (%) off catalog/pricelist for **HDPE Tight Fitting Liner (IPS diameters) and Related Items.**
No Bid 8. Discount (%) off catalog/pricelist for **Polyester Reinforced Polyethylene (PRP) Pipe Liner and Related Items.**
5%. 9. Discount (%) off catalog/pricelist for **CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items.**
5%. 10. Discount (%) off catalog/pricelist for **Pressure Pipeline Bypass and Related Items.**
5%. 11. Discount (%) off catalog/pricelist for **Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items.**
No Bid 12. Discount (%) off catalog/pricelist for **Internal/External Carbon Fiber Reinforced Polymer (CFRP) and Glass Fiber Reinforced Polymer (GFRP) For Pressure Pipe and Cast in Place Concrete and Related Items.**
No Bid 13. Discount (%) off catalog/pricelist for **Storm Water Quality Pond Maintenance and Renewal and Related Items.**
5%. 14. Discount (%) off catalog/pricelist for **Gravity Sewer Lateral Renewal Systems and Related Items.**
5%. 15. Discount (%) off catalog/pricelist for **Manhole, Access Portals, Wet Well and Lift Station Renewal, and Surface Cleaning Systems and Related Items.**
5%. 16. Discount (%) off catalog/pricelist for **Horizontal Directional Drilling (HDD) and Related Items.**
5%. 17. Discount (%) off catalog/pricelist for **Glass Fiber Reinforced Polymer (GFRP) and Related Items.**
5%. 18. Discount (%) off catalog/pricelist for **Carbon Fiber Reinforced Polymer (CFRP) and Related Items.**
5%. 19. Discount (%) off catalog/pricelist for **Concrete Clearing and Removal from Sewer Lines and Related Items.**
No Bid 20. Discount (%) off catalog/pricelist for **All Other Underground Construction, Supplemental Items and Related Items.**
5%.

Section II: Polymer Injection Products

NO BID 21. Discount (%) off catalog/pricelist for **Pipe Sealing of Sanitary Sewer Pipes and Related Items.**
NO BID 22. Discount (%) off catalog/pricelist for **Sealing of RCP or CMP Storm Sewer Joints and Related Items.**
NO BID 23. Discount (%) off catalog/pricelist for **Sealing of Box Culvert Storm Sewer Joints and Related Items.**
NO BID 24. Discount (%) off catalog/pricelist for **Manhole Seal/Stabilization and Related Items.**
NO BID 25. Discount (%) off catalog/pricelist for **Inlet/Catch Basin Stabilization and Related Items.**
NO BID 26. Discount (%) off catalog/pricelist for **Pavement Lifting and Related Items.**
NO BID 27. Discount (%) off catalog/pricelist for **Levee Stabilization and Related Items.**
NO BID 28. Discount (%) off catalog/pricelist for **Trench Stabilization and Related Items.**
NO BID 29. Discount (%) off catalog/pricelist for **Lift Stations, Clarifiers, Water Tanks, Hydro Tanks, Miscellaneous Building and Related Items.**

Section III: Liquefying Agents and Root Control Items

NO BID 30. Discount (%) off catalog/pricelist for **Sewer Grease Liquefying Agent and Related Items.**
NO BID 31. Discount (%) off catalog/pricelist for **Sewer Line Chemical Root Control and Related Items.**

Section IV: Installation and Repair Service

$150.00/HR 32. **Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.**
$425.00/HR 33. **Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.**
NO BID 34. **Coefficient for Standard Hours for Installation/Repair Service of Equipment and Products** RSMeans Cost Data from the Total INCL O&P column (most current edition).
NO BID 35. **Coefficient for Non-Standard Hours for Installation/Repair Service of Equipment and Products** RSMeans Cost Data from the Total INCL O&P column (most current edition).

Carboline Company
2252 Oak Leaf Trail Lane
League City TX, 77573
409-782-1332

Date: November 1, 2023

To: Southern Trenchless Solutions
Attention: Ramon Closner

Subject: Qualified Contractor – Carboline Coating Systems

Mr. Closner,

This letter is to confirm that Southern Trenchless Solutions is qualified to apply Plasite 4500/4500-S 100% Solids Epoxy Coating by airless or plural application. Please feel free to contact me anytime.

Sincerely,

John Stevenson
Technical Sales
409-782-1332

STANDARD CEMENT MATERIALS

WATER | WASTEWATER INFRASTRUCTURE TECHNOLOGIES

APPLICATOR CERTIFICATION

The contractor has demonstrated knowledge and ability, and successfully completed the applicator training requirements for the *SCMI Applicator Certification Program*. And is duly recognized as a factory approved applicator of the *Standard Lining Systems*™.

The contractor will follow the Manufacturer's installation guidelines and use a *Sewer Manhole Masters*™ spray rig or approved equal to apply the *Standard Lining System*™ products. This certificate remains the property of the manufacturer and may be revoked should the contractor withdraw, change, or vary in any way from the specified application requirements.

Product Systems:
Reliner MSP®, Geocast®, Max CA® Plus, 4553® Epoxy, Custom Plug®, FS Repair™ Mortars

Date of Certification: November 1, 2023

Successful Manhole Completions: +10,000 vertical feet

Applicator's Name and Address:

Southern Trenchless Solutions, LLC.

1200 W. Expressway 83
La Feria, Texas 78559

Mario A. Tamez, Jr.

President

Mario A. Tamez, Jr.

Signature of Authorized Representative

Standard Cement Materials, Inc.
Chappell Hill, Texas USA
Phone: 979-836-8888
www.standardcement.com

THE Strong Company INC.

November 01, 2023

To Whom It May Concern:

The Strong Company, Inc. of Pine Bluff, Arkansas, is proud to confirm that Southern Trenchless Infrastructure of south Texas is a Certified Applicator of Strong-Seal Manhole Rehabilitation Products, with all the rights and privileges expected of said certification.

If additional information is required or any further assistance is needed, please contact me at 1-800-982-8009.

Sincerely,

Tim DeJarnette

Tim DeJarnette
President
The Strong Company, Inc.

The Strong Company, Inc.
4505 Emmett Sanders Road • Pine Bluff, AR 71601
(870) 535-7617 • 800-982-8009 • Fax (870) 850-6933
Website: www.strongseal.com
Email: info@strongseal.com
(Operating as Strong-Seal® Systems Corp. In the States of AL, MN & TX)

P 508-947-8539 | 137 PINE STREET, MIDDLEBOROUGH, MA 02346 | WARRENENVIRO.COM

WARREN ENVIRONMENTAL

November 2nd, 2023

Mr. Ramon Closner
Southern Trenchless Solutions
1200 West Expressway 83
La Feria TX 78559

Re: Warren Environmental Approved Applicator

To whom it may concern,

Warren Environmental has approved Southern Trenchless Solutions to apply the Warren Epoxy System as well as its employees that apply the Warren Epoxy Products.

If you have any questions please do not hesitate to contact me.

Sincerely,

Brian Brandstetter

Brian Brandstetter
President, Warren Environmental & Coatings, LLC

MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-03778-2003-AQ-HOU-ANAB

Initial certification date:
29 November, 2001

Valid:
14 April, 2022 – 13 April, 2025

This is to certify that the management system of

Carboline Global Inc.

2150 Schuetz Road, St. Louis, MO, 63146-3504, USA

and the sites as mentioned in the appendix accompanying this certificate

has been found to conform to the Quality Management System standard:
ISO 9001:2015

This certificate is valid for the following scope:
Formulation and production of protective coatings for metallic and concrete substrates.

Place and date:
Katy, TX, 04 April, 2022

For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekkawy
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.

Certificate no.: CERT-03778-2003-AQ-HOU-ANAB
Place and date: Katy, TX, 04 April, 2022

Appendix to Certificate

Carboline Global Inc.

Locations included in the certification are as follows:

Site Name	Site Address	Site Scope
Carboline Global Inc.	2150 Schuetz Road, St. Louis, MO, 63146-3504, USA	Sales, Internal Audit, Corrective Action, Management Review, Purchasing (Suppliers Approval), Human Resources, Marketing
Carboline Global Inc.	350 Hanley Industrial Court, St. Louis, MO, 63144, USA	Design, Calibration, R&D Lab, Tech Services
Carboline Global Inc.	900 Opelousas, Lake Charles, LA, 70601, USA	Quality, Production, Purchasing, Receiving / shipping, Warehouse, Calibration, Maintenance, Human Resources, QC Lab
Carboline Global Inc.	2425 Fruge Street, Lake Charles, LA, 70601, USA	Tinting, Receiving / Shipping / Warehouse
Carboline Global Inc.	614 Elizabeth Street, Green Bay, WI, 54302, USA	Quality, Production, Purchasing, Receiving/Shipping, Warehouse, Calibration, Maintenance, Human Resources, QC Lab
Carboline Global Inc.	2122 Angie Street, Green Bay, WI, 54302, USA	QC Lab, Tinting, Receiving / Shipping / Warehouse
Carboline Global Inc.	95 Airpark Vista Boulevard, Dayton, NV, 89403, USA	Quality, Production, Purchasing, Receiving/Shipping, Warehouse, Calibration, Maintenance, QC Lab

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.
ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnv.com

450 College Drive
Martinsville, VA 24112

Southern Trenchless Solutions
Attn: Mario Salazar

Re: Approved Installer

To Whom It May Concern,

This letter is to certify that Southern Trenchless is an approved installer, supplier, reseller and servicing of FerraTex Solutions cured in place pipe lining materials throughout North America.

Should you have any questions or concerns or need additional information please feel free to contact us.

Sincerely,

Jennifer Joiner

Business Development Manager

CERTIFICATE

This is to certify that

The Strong Company, Inc.

4505 Emmett Sanders Road
Pine Bluff, AR 71601
United States of America

has implemented and maintains a **Quality Management System**.

Scope:
The manufacturing and distribution of specialty industrial and construction, mineral and cement-based products.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2015

Certificate registration no.	10017167 QM15
Date of original certification	2019-05-06
Date of certification	2019-05-06
Valid until	2022-05-05

DQS Inc.

Brad McGuire
Managing Director

Accredited Body: DQS Inc., 1500 McConnor Parkway, Suite 400, Schaumburg, IL 60173 USA

ISO 9001 Certificate

Preferred Registrar Group Inc.

Preferred Registrar Group, Inc.

30561 Dequindre Rd. Madison Heights, MI 48071

certifies that

FerraTex Solutions

(HQ) Corporate- 450 College Drive, Martinsville, VA 24112
Leadership/ Sales /Control of External Providers
Greenpond-1650 Greenpond Rd, Newfoundland, NJ 07435
Ft. Pierce-4750 Magnum Drive, Fort Pierce, FL 34981
Lebanon-1420 East Toshiba Drive, Lebanon, TN 37087
Martinsville-901 Hollie Drive, Martinsville, VA 24112
Houston- 14151 Interdrive West Houston, TX 77032
Wet Out Process/ Inspection & Test

has implemented a Quality Management System scope in accordance with:

ISO 9001:2015

The scope of this Quality Management System Governs:

Manufacture of wet out (resin impregnated) liners used for Cured In Pipe Technology, for the underground infrastructure rehabilitation for governments, cities and municipalities.

Certificate Registration Number:

17-R5998

Certified Date:
12/20/2017

~❖~

This certificate was issued on:
01/06/2021

~❖~

It is valid until:
12/20/2023

Denis Pecar, President

ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

IAF MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT

C10 Rev 1

Proposal 730-24

Manufacture List Per Line Item

1 CIPP Mainline Rehabilitation Gravity Applications and Related Items.
a. FerraTex

2 Pipe Bursting Rehabililtation and Related Items
a. ISCO

3 Structure (Manhole) Rehabiliation, Corrosion, Protection, and Related Items.
a. Core & Main b. Southern Trenchless Solutions c. Standard Cement
d. Carboline

4 Bypass for Gravity Pipelines and Related Items.
a. Godwin b. Sunbelt Rentals c. Blue Green Municipal

5 Clean/TV and Evaluation for Gravity Pipelines and Related Items.
a. Southern Trenchless Solutions

6 Excavation and Related Items.
a. Sunbelt Rentals

7 HDPE Tight Fitting Liner (IPS Diameters) and Related Items.
a. ISCO

9 CIPP Pressure Pipe Lining for Potable and Non- Potable Pressure Pipelines and Related Items.
a. FerraTex

10 Pressure Pipeline Bypass and Related Items.
a. Godwin b. Sunbelt Rentals Blue Green Municipal

11 Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items.
a. Southern Trenchless Solutions

14 Gravity Sewer Lateral Renewal Systems and Related Items.
a. Core & Main b. Blue Green Municipal

15 Manhole, Access Portals, Wet Well and Lift Station Renewal, and Surface Cleaning Systems and Related Items.
a. Core & Main b. Southern Trenchless Solutions

16 Horizontal Directional Drilling (HDD) and Related Items.
a. Salazar Bore

17 Glass Fiber Reinforced Polymer (GFRP) and Related Items.
a. Core & Main

18 Carbon Fiber Reinforced Polymer (CFRP) and Related Items.
a. Core & Main

20 All Other Underground Construction and Supplemental Items and Related Items.
a. Southern Trenchless Solutions

32 Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of Equipment & Products.
a. Southern Trenchless Solutions

33 Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of Equipment & Products.
a. Southern Trenchless Solutions

Southern Trenchless Solutions, LLC Information

Contact: Ramon Closner
Address: 1200 W. Expressway 83
La Feria
La Feria, TX 78559
Phone: (956) 277-0355
Email: adminstx@southerntrenchless.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ramon Closner
Signature

Adminstx@southerntrenchless.com
Email

Submitted at 11/2/2023 01:29:26 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 730-24 Cured in Place Pipe (CIPP) for Pipeline Rehabilitation (Thermo Cured Products)

STS Buy Board 730-24 Proposal.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

STS Buy Board Catalog 730-24.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

STS Manufacturer Letters.pdf

REQUIRED-Upload Manufacturer Authorization Letter(s) in PDF format. Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Company Profile

COMPANY PROFILE.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Five Year CIPP Project Direct Experience STS PROJECTS.pdf

REQUIRED - In PDF format, Vendors shall submit direct experience (not as a subcontractor) performing the work proposed under this contract. Proposer shall identify the contracts that best represent Proposer's capabilities relative to this Proposal Invitation. Include a brief description of CIPP projects proposer has completed for Texas or other governmental entities in the last 5 years.

Third Party Certification ISO Certificate 17-R5998.pdf

REQUIRED-In PDF format, CIPP products to be proposed shall be commercially proven in accordance with industry standards for CIPP wastewater collection installations and documented to assure commercial viability in Texas and nationally. For structural performance, products associated with rehabilitation manufacturing and installation processes shall adhere to a minimum quality management system or third-party certification such as ISO 9000 or other recognized third-party certified organization standards. Vendors shall submit proof of this certification with their Proposal.

License for Root Control Services *No response*

In PDF format, Vendors proposing for Root Control Services must be licensed in accordance with federal and state regulations for pesticide control services, USEPA Root Control Agent Registration, and Texas Root Control Product Registration. An awarded vendor's applicators must be certified to provide these services. Material Safety Data Sheets (MSDS) for all chemicals and pesticides must be made available and provided to Cooperative members upon request. Proposer's responding to this Proposal Invitation should submit proof of license for Texas (or other applicable state(s)) Pesticide Business License No(s), Federal Department of Transportation No., USEPA Root Control Agent Registration No., Texas (or other applicable state(s)) Root Control Product Registration No., Name of Pollution Liability Insurance Carrier, List of Employees with Certificates of Completion in confined space entry training, per 29 CFR 1910.146, including certificate number and date of certification, Proposer's Texas (or other applicable state(s)) Certified Pesticide Applicators.

Response Attachments

BuyBoard_Why.pdf

STS Marketing Material

Ramon_Closner_business_card.pdf

STS Marketing Business Card

Southern_Trenchess_Brochure_.pdf

STS Marketing Brochure

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 27-1775672
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☑ Minority Owned Business

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9	**Certification Number** Certification Number 1271775672500 / 222099638
10	**Name of Certifying Agency** Certifying Agency Texas Comptroller of Public Accounts / SCTRCA
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☐ *Non-HUB*
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Pat De La Cruz
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address Adminstx@southerntrenchless.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address P.O. Box 8084
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Weslaco
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 78599
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) (956) 277-0354
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number *No response*

21 **Company Website**

Company Website (www.XXXXX.com)

www.southerntrenchless.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

Adminstx@southerntrenchless.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Pat De La Cruz

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

(956) 277-0354

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

Ramon@southerntrenchless.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Ramon Closner

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

(956) 744-2600

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

Adminstx@southerntrenchless.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Pat De La Cruz

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

(956) 277-0354

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

Ramon@southerntrenchless.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Ramon Closner

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

(956) 744-2600

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose 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

43 **Invoice Company Name**

Invoice Company Name

Southern Trenchless Solutions, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

45 **Invoice Contact Name**

Invoice Contact Name

Cesar Ramirez

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

P.O. Box 8084

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Weslaco

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78599

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

(956) 277-0354

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

stxap@southerntrenchless.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

Adminstx@southerntrenchless.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 Days

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Southern Trenchless Solutions

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☑ Region 1

77 **Region 2**

Region 2 - Corpus Christi

☑ Region 2

78 **Region 3**

Region 3 - Victoria

☑ Region 3

79 **Region 4**

Region 4 - Houston

☑ Region 4

80 **Region 5**

Region 5 - Beaumont

☑ Region 5

81 **Region 6**

Region 6 - Huntsville

☑ Region 6

82 **Region 7**

Region 7 - Kilgore

☑ Region 7

83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9
85	**Region 10** Region 10 - Richardson ☑ Region 10
86	**Region 11** Region 11 - Fort Worth ☑ Region 11
87	**Region 12** Region 12 - Waco ☑ Region 12
88	**Region 13** Region 13 - Austin ☑ Region 13
89	**Region 14** Region 14 - Abilene ☑ Region 14
90	**Region 15** Region 15 - San Angelo ☑ Region 15
91	**Region 16** Region 16 - Amarillo ☑ Region 16
92	**Region 17** Region 17 - Lubbock ☑ Region 17
93	**Region 18** Region 18 - Midland ☑ Region 18
94	**Region 19** Region 19 - El Paso ☑ Region 19

95 **Region 20**

Region 20 - San Antonio

☑ Region 20

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Southern Trenchless Solutions

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will not serve all states in the United States

99 **Alabama**

Alabama

☐ *Alabama*

100 **Alaska**

Alaska

☐ *Alaska*

101 **Arizona**

Arizona

☐ *Arizona*

102 **Arkansas**

Arkansas

☐ *Arkansas*

103 **California**

California (Public Contract Code 20118 & 20652)

☐ *California*

104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*

116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*

128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☐ *South Carolina*

140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☑ Texas
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **CIPP Mainline Rehabilitation Gravity Applications and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

2 **Section I: CIPP Thermo Cured Products**

Discount (%) off catalog/pricelist for **Pipe Bursting Rehabilitation and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

3	**Section I: CIPP Thermo Cured Products** Discount (%) off catalog/pricelist for **Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 5% Item Notes: ***PROPOSAL NOTE 1:*** 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.*** ***PROPOSAL NOTE 2:*** Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". STS Buy Board Catalog 730-24

4 **Section I: CIPP Thermo Cured Products**

Discount (%) off catalog/pricelist for **Bypass for Gravity Pipelines and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

5 **Section I: CIPP Thermo Cured Products**

Discount (%) off catalog/pricelist for **Clean/TV and Evaluation for Gravity Pipelines and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

6 **Section I: CIPP Thermo Cured Products**

Discount (%) off catalog/pricelist for **Excavation and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

7 **Section I: CIPP Thermo Cured Products**

Discount (%) off catalog/pricelist for **HDPE Tight Fitting Liner (IPS diameters) and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

8 **Section I: CIPP Thermo Cured Products**

Discount (%) off catalog/pricelist for **Polyester Reinforced Polyethylene (PRP) Pipe Liner and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9	**Section I: CIPP Thermo Cured Products** Discount (%) off catalog/pricelist for **CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 5% Item Notes: ***PROPOSAL NOTE 1:*** 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.*** ***PROPOSAL NOTE 2:*** Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". STS Buy Board Catalog 730-24

10

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Pressure Pipeline Bypass and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

1 1	**Section I: CIPP Thermo Cured Products** Discount (%) off catalog/pricelist for **Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 5% Item Notes: ***PROPOSAL NOTE 1:*** 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.*** ***PROPOSAL NOTE 2:*** Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". STS Buy Board Catalog 730-24

12

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Internal/External Carbon Fiber Reinforced Polymer (CFRP) and Glass Fiber Reinforced Polymer (GFRP) For Pressure Pipe and Cast in Place Concrete and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Storm Water Quality Pond Maintenance and Renewal and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Gravity Sewer Lateral Renewal Systems and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

15

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Manhole, Access Portals, Wet Well and Lift Station Renewal, and Surface Cleaning Systems and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

16

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Horizontal Directional Drilling (HDD) and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

17

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Glass Fiber Reinforced Polymer (GFRP) and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

18

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Carbon Fiber Reinforced Polymer (CFRP) and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

19

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **Concrete Clearing and Removal from Sewer Lines and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20

Section I: CIPP Thermo Cured Products

Discount (%) off catalog/pricelist for **All Other Underground Construction, Supplemental Items and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

STS Buy Board Catalog 730-24

21	**Section II: Polymer Injection Products** Discount (%) off catalog/pricelist for **Pipe Sealing of Sanitary Sewer Pipes and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: ***PROPOSAL NOTE 1:*** 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.*** ***PROPOSAL NOTE 2:*** Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

22

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Sealing of RCP or CMP Storm Sewer Joints and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Sealing of Box Culvert Storm Sewer Joints and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Manhole Seal/Stabilization and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Inlet/Catch Basin Stabilization and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Pavement Lifting and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Levee Stabilization and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Trench Stabilization and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29

Section II: Polymer Injection Products

Discount (%) off catalog/pricelist for **Lift Stations, Clarifiers, Water Tanks, Hydro Tanks, Miscellaneous Building and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

30

Section III: Liquefying Agents and Root Control Items

Discount (%) off catalog/pricelist for **Sewer Grease Liquefying Agent and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

PROPOSAL NOTE 2: Proposers shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) and equipment proposed. Proposers responding to this Proposal Invitation **shall submit an approval letter from each manufacturer for each product line proposed.** Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The letter must include information detailing the certification obtained and approval provided by the manufacturer for installation of CIPP products associated with the rehabilitation process.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

31 **Section III: Liquefying Agents and Root Control Items**

Discount (%) off catalog/pricelist for **Sewer Line Chemical Root Control and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** 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.***

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Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

32 **Section IV: Installation and Repair Service**

Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $150.00 Total: $150.00

33 **Section IV: Installation and Repair Service**

Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $425.00 Total: $425.00

34 **Section IV: Installation and Repair Service**

Coefficient for Standard Hours for Installation/Repair Service of Equipment and Products RSMeans Cost Data from the Total INCL O&P column (most current edition).

Quantity: 1 UOM: Coefficient Factor

No Bid

35 **Section IV: Installation and Repair Service**

Coefficient for Non-Standard Hours for Installation/Repair Service of Equipment and Products RSMeans Cost Data from the Total INCL O&P column (most current edition).

Quantity: 1 UOM: Coefficient Factor

No Bid

Response Total: $575.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Lead Line Replacement Program (WATR2304)

Project Name:

Company Name: Southern Trenchless, Solutions, LLC

Department: Public Works/Engineering/BAWA

Date: 8/26/2026 **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.

Teresa McDaniel — 8/20/2026

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 9. 1.

Meeting Date: 09/10/2026
Subject: Consider an ordinance authorizing a professional services agreement for construction materials testing services 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 materials testing services with Quartet Engineers Corporation for the Market Street Revitalization Project.

PREFACE

This proposed ordinance authorizes a professional services agreement with Quartet Engineers Corporation to perform construction materials testing services for the Market Street Revitalization Project for an amount not to exceed $447,365.00.

The scope of services includes construction materials engineering and testing for the Market Street Revitalization Project, including soil and earthwork observation and testing, concrete observation and testing, asphalt testing, and associated engineering services. Earthwork services include proof-rolling, field monitoring, compaction testing of trench backfill and embankment fill, subgrade treatment testing, and related laboratory testing. Concrete services include observation and testing of concrete placed for roadway pavement, sidewalks, curbs, driveways, medians and islands, bridge modifications, headwalls, drainage structures, and traffic signal foundations. Asphalt services include observation and testing of asphalt placement for the detour pavement and bridge overlay.

Quartet Engineers will also provide project engineering and management services, including attendance at pre-construction and progress meetings, review of construction materials engineering reports, engineering recommendations, and other related services as required by the city. Testing and observation services will be provided on a call-out basis as requested by the city and required by the construction schedule and project specifications. The proposed ordinance authorizes an agreement for professional services for a total amount not to exceed $447,365.00.

The construction contract awarded to Carter Construction, LLC, provides seven hundred ninety (790) calendar days from the Notice to Proceed to achieve substantial completion, with an additional sixty (60) calendar days to achieve final completion. The agreement with Quartet Engineers Corporation will remain in effect through completion of the construction materials testing services required for the project.

Fiscal Impact

Fiscal Year: 2026
Acct Code: 41163012-56933
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: $447,357.20
Fiscal Impact (Additional Information):
Project Ledger: RDWY2005-2024COSTRT-CONSTRUCTI-C.O./BONDS

Fiscal Year: 2026
Acct Code: 11003013-56933
Source of Funds (Operating/Capital/Bonds): Capital

Funds Budgeted Y/N:	Y
Amount Needed:	$7.80

Fiscal Impact (Additional Information):
Project Ledger: RDWY2005-GF-CIPF-TR-CONSTRUCTI-OPERATCASH

Attachments

Ordinance - Quartet-Mkt St materials testing
Exhibit A - Agreement - Quartet Engineers Corportation
Indebtedness Certification

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.

****

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 Quartet Engineers Corporation for construction materials testing services for the Market Street Revitalization Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Quartet Engineers Corporation in an amount not to exceed FOUR-HUNDRED, FORTY-SEVEN THOUSAND, THREE-HUNDRED, SIXTY-FIVE AND NO/100 DOLLARS ($447,365.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: 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 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 10th day of September, 2026.

_____
CHARLES JOHNSON, Mayor

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
SCOTT LEMOND, City Attorney R:\Ordinances and Resolutions\Ordinance Drafts\2026-09-10\Ord-Quartet-Materials Testing-Mkt St-SL.docx

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

1. Scope of Services/Consultant Fees

a. This Agreement authorizes Consultant to perform Construction Materials Testing services for the Market Street Revitalization Project (the "Work") for and on behalf of the City as specified in the Scope of Work attached as Exhibit "A."

b. This Agreement shall commence on the date of execution by the City Manager or his designee and (if not terminated in accordance with paragraph 10) shall terminate:

☒ upon completion of the Work in accordance with this Agreement, including Exhibits;

☐ number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals;

☐ the earlier of (a) completion of the Work in accordance with this Agreement, including Exhibits; (b) number of months/days (spelled out) (number of months/days [numerical]) months/days following execution by the City Manager or his designee, allowing for up to number of renewals (spelled out) annual renewals.

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

d. The time schedules for the Work are specified in Exhibit "B."

e. Each of these Exhibits "A" through "B" is incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

i. Construction Materials Testing Services $447,365.00
ii. N/A.....$0.00

iii. N/A.....$0.00
iv. N/A.....$0.00
v. N/A……..……..……...$0.00
vi. **Total Not to Exceed.....$**447,365.00

b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

(1) Allowable reimbursable Expenses include:
(a) Hard copy reproductions, copies, and/or binding costs;
(b) Postage;
(c) Mileage, for travel from Consultant's office to meetings at the City or jobsite only if Consultant does not have a local office within a fifty (50) mile radius of Baytown. Mileage shall be charged at the current IRS rates;
(d) Travel Expenses, mileage from local office to state or federal regulatory agency office beyond 100 miles; and
(e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.

d. Disallowed Expenses
If Consultant has an office in Harris or Chambers Counties, Texas, Disallowed Expenses shall include travel expenses for professionals traveling into Harris or Chambers Counties from Consultant’s offices outside of Harris or Chambers Counties.

e. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.

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

3. Personnel of Consultant

a. Consultant's Project Manager

Consultant shall designate Samuel N Smith, 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 Professional Engineer
Consultant shall keep full-time registered engineer licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.

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

4. Designation and Duties of the City's Representative

a. The Director of Public Works and Engineeing or his/her designee shall act as the City's Representative.

b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

b. Codes and Standards

i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.

ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.

iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Consultant if superior methods are available for successful completion of the Work. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.

iv. Consultant agrees the services it provides as an experienced and qualified engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.

v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.

6. Schedule

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

7. Insurance

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

a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of

Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

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

i. Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

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

iii. Errors and Omissions
- Limit: $1,000,000 for this project
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

iv. Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required.

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

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

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

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

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

v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.

vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

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

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

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

9. Subcontractors and Subconsultants

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

10. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager or his designee to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;
(b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
(d) the dissolution of Consultant;
(e) refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
(f) failing to complete Work within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Records

Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

12. Supervision of Consultant

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

13. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty (60) calendar days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City shall pay Consultant the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within thirty (30) days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be the City or Consultant, shall pay the reasonable attorney fees of the prevailing party.

14. Indebtedness

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within thirty (30) days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

15. Verifications

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

a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16. Governing Law

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

17. Notices

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

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

For the City:

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

For Consultant:

Quartet Engineers Corporation
Attn: Vijay K Jha, P.E.
2313 W. Sam Houston Pkwy N., Suite 121
Houston, TX 77043

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

18. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

19. No Right to Arbitration

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

20. Waiver

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

21. Complete Agreement

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

22. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager or his designee of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

23. Headings

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

24. Severability

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

25. Ambiguities

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

26. Authority

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the __ day of _____, 20__, the date of execution by the City Manager or his designee of the City of Baytown.

CITY OF BAYTOWN

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

CONSULTANT:

QUARTET ENGINEERS CORPORATION

_____
(Signature)

VIJAY K. JHA
_____
(Printed Name)

PRESIDENT
_____
(Title)

STATE OF Texas §
§
COUNTY OF Harris §

Before me on this day personally appeared Vijay K. Jha, in his/her capacity as President, on behalf of such Quartet Engineers Corp.

- ☑ 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

SUJAN PANDIT
Notary ID #134333504
My Commission Expires
April 28, 2027

08.25.2026
_____
Notary Public in and for the State of Texas

R:\Scott\Contracts\Professional Services Template-Non Grant.docx

QUARTET
ENGINEERS

Quartet Engineers Corporation
2313 W Sam Houston Pkwy N, Ste 121
Houston, TX 77043
Toll Free: 1-844-MAT-CHECK (628-2432)
Email: services@quartet-eng.com
Web: www.quartet-eng.com
TBPE Reg. No.: F-17380
An A2LA (ISO 17025) Accredited Company
A2LA Certificates No.: 6319.01 & 6319.02
SBE/DBE/MBE/ACDBE/HUB Certified

EXHIBIT A

SCOPE OF WORK

The general scope of Construction Materials Engineering and Testing (CMET) services for this project may include the following services, as requested by the Client and required by the project plans and specifications.

- **Soil and Earthwork Observation and Testing:**
  Testing and observation of earthwork operations will be conducted in accordance with the project plans and specifications. Earthwork testing will include proof-rolling, field monitoring, and compaction testing during trench backfill for underground utilities, embankment fill placement and testing of subgrade treatment for roadway, roundabouts, sidewalks and trail. Additionally, laboratory sample testing will be performed to determine fill suitability, lime content, compaction proctor, cement-sand compressive strength, and other required tests, along with engineering recommendations.
  Estimated Quantity: *One hundred eighty (180) site visits for both lab samples pickup and field observation and testing*

- **Concrete Observation and Testing:**
  Portland Cement Concrete placement for Roadway Pavement, Sidewalks, Curbs, Driveways, Medians/Islands, Bridge Modification, Headwalls and Drainage Structures, and Traffic Signal Foundations will be monitored and tested according to the project plans and specifications.
  Estimated Quantity: *One hundred seventy (170) site visits for both concrete placement testing and cylinder pickup the following day.*

- **Asphalt Testing:**
  The laydown of asphaltic concrete will be monitored and tested in accordance with the applicable Harris County and City of Baytown Construction Specifications. Testing will be conducted on the 8" black base detour pavement, and 2” asphalt overlay on bridge.
  Estimated Quantity: *Ten (10) site visits for sampling, observation, and testing*

- **Engineering Services and Project Management:**
  A licensed project engineer will attend virtual or in-person preconstruction and progress meetings, review construction materials engineering reports, provide engineering recommendations, and offer other services as required by the city.

The above quantities are estimates provided for budgeting purposes only. Actual testing and inspection services will be performed as requested by the Client and as required by the construction schedule and project specifications. Billing will be based on actual time and materials in accordance with the attached fee schedule.

INITIAL: _____

Quartet Engineers Corporation
2313 W Sam Houston Pkwy N, Ste 121
Houston, TX 77043
Toll Free: 1-844-MAT-CHECK (628-2432)
Email: services@quartet-eng.com
Web: www.quartet-eng.com
TBPE Reg. No.: F-17380
An A2LA (ISO 17025) Accredited Company
A2LA Certificates No.: 6319.01 & 6319.02
SBE/DBE/MBE/ACDBE/HUB Certified

EXHIBIT B

B1: COMPENSATION AND PROFESSIONAL FEES

All basic charges for construction materials engineering services, including sampling, field and laboratory testing, and inspection services performed by Quartet Engineers, will be in accordance with the attached Fee Schedule and Cost Breakdown Estimate for Construction Materials Testing. Any additional special inspections and testing services required by the Client will be billed according to the Harris County Fee Schedule or as approved by the City of Baytown. Invoices are due within 30 days of receipt at our office located at 2313 W Sam Houston Pkwy N, Suite 121, Houston, TX 77043.

- A minimum charge of four (4) hours for the field technician, vehicle, and equipment (where charged at an hourly rate) will apply to each visit to the project site or an authorized offsite location for sampling, observation, inspection, or testing as outlined in the Fee Schedule.
- Services not listed in the Fee Schedule may be performed at the City's request and will be billed according to the current Harris County Fee Schedule for Construction Materials Testing Services.
- Overtime: Services provided beyond normal working hours (6:00 AM to 6:00 PM, Monday through Friday), including travel time, or services provided on official holidays or weekends, will be charged at 1.5 times the hourly rates.
- The attached estimate represents our best effort assessment of the costs involved and is provided as guidance to the Client. As the general contractor has control over the site and scheduling, actual costs may vary from the estimate.
- Field testing and observation services will be scheduled on a call-out basis upon request from the City's representative or contractor, with City approval. A minimum of 24 hours' notice is required to schedule field testing services.
- Our services will be provided on a call-out basis, and we will not be offering full-time observation or construction management for the project. Quartet Engineers will only observe and test materials as requested by the client and report the results.
- Quartet Engineers Holidays: New Year, Good Friday (before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day (2 days: Thursday & Friday) and Christmas Eve and Christmas Day (2 Days).

INITIAL: _____

Quartet Engineers Corporation
2313 W Sam Houston Pkwy N, Ste 121
Houston, TX 77043
Toll Free: 1-844-MAT-CHECK (628-2432)
Email: services@quartet-eng.com
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SBE/DBE/MBE/ACDBE/HUB Certified

B2: Fee Schedule and Cost Breakdown Estimate for Construction Materials Testing & Engineering Services

Service Code	Service Description	Unit	Rate	Quantity	Amount
Earthwork: Soil Samples Pickup, Observation and Testing of Trench Backfill, Embankment Fill, Subgrade Lime Monitoring and Testing – *QEC estimates 180 trips, see scope of work.*					
10750	Certified Engineering Technician	Hour	$65.00	2,520	$163,800.00
90100	Liquid and Plastic Limits (ASTM D4318)	Each	$60.00	30	$1,800.00
20800	Percentage Passing #200 Sieve (ASTM D1140)	Each	$55.00	30	$1,650.00
92300	OMD Standard Compaction (ASTM D698)	Each	$230.00	18	$4,140.00
94500	OMD Standard Compaction, (ASTM D698) - Treated	Each	$255.00	15	$3,825.00
92400	OMD Modified Compaction (D1557)	Each	$260.00	4	$1,040.00
94400	Compressive Strength Treated Base (Tex-120E)	Each	$290.00	10	$2,900.00
20100	Sieve Analysis – Coarse Aggregates (C136)	Each	$60.00	20	$1,200.00
94100	Cement Sand Compressive Strength (D1633)	Each	$80.00	28	$2,240.00
92800	Determination of Optimum Lime Content - PI Method	Each	$260.00	10	$2,600.00
92600	Percent Solid in Lime Slurry	Each	$40.00	30	$1,200.00
95100	Nuclear Density Gauge *(max 8 hours per day)*	Hour	$12.00	1,240	$14,880.00
15000	Vehicle Charge/Transportation (*max 8 hours per day)*	Hour	$12.00	1,350	$16,200.00
11500	Administrative Assistant and Clerical Support	Report	$35.00	280	$9,800.00
10200	Project Engineer, P.E., *report review per report*	Report	$80.00	280	$22,400.00
				Subtotal	***$249,675.00***
Concrete: Observation and Testing for Paving, Driveway, & Curb, Pavement Coring, and Collection of Cylinders - *(QEC estimates 170 trips for both field testing on pour day and Collection of Cylinders the following day, See Scope of Work)*					
10750	Certified Engineering Technician	Hour	$65.00	1540	$100,100.00
30050	Concrete Mix Design Review	Each	$250.00	6	$1,500.00
30100	Concrete Compressive Strength Cylinders (ASTM C39)	Each	$20.00	1,400	$28,000.00
30900	Concrete Coring (4" Diameter to 6" Thickness), ASTM C42	Each	$120.00	20	$2,400.00
31112	Concrete Coring (4" Dia, Thickness (Over 6" to 12"), C42, for 9-inch and 11-inch concrete pavement	Each	$160.00	25	$4,000.00
31200	Preparation of Core, Cap & Test	Each	$90.00	45	$4,050.00
31300	Measuring Length of Core	Each	$30.00	45	$1,350.00
15000	Vehicle Charge/Transportation (max 8 hours per day)	Hour	$12.00	1080	$12,960.00
11500	Administrative Assistant and Clerical Support	Report	$35.00	210	$7,350.00
10200	Project Engineer, P.E., report review per report	Report	$80.00	210	$16,800.00
				Subtotal	***$178,510.00***
Asphalt: Observation and Testing of Asphalt Laydown - *10 trips monitoring and compaction testing, see scope of work.*					
10700	Certified Technician, NICET II or 1A– Batch plant inspection	Hour	$90.00	60	$5,400.00
10800	Certified Technician - HMA – 1B, Field Compaction	Hour	$65.00	90	$5,850.00
40100	Asphalt Mix Design Review	Each	$350.00	2	$700.00
95100	Nuclear Density Gauge *(max 8 hours per day)*	Hour	$12.00	75	$900.00
15000	Vehicle Charge/Transportation (*max 8 hours per day)*	Hour	$12.00	75	$900.00
11500	Administrative Assistant and Clerical Support	Report	$35.00	6	$210.00
10200	Project Engineer, P.E., *report review per report*	Report	$80.00	*6*	$480.00
				Subtotal	***$14,440.00***
Preconstruction or Progress Meetings, Engineering Recommendations and Compliance Certification Letters – *5 Trips*					
10200	Project Engineer, P.E.	Hour	$150.00	30	$4,500.00
15000	Vehicle Charge/Transportation	Hour	$12.00	20	$240.00
				Subtotal:	***$4,740.00***
	Total Estimated Fee for Construction Materials Testing Services:				**$447,365.00**

INITIAL: _____

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: RDWY2005 - Market Street Revitalization Project

Company Name: Quartet Engineers Corporation

Department: Public Works/Engineering/BAWA

Date: 08/27/2026 **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.

Teresa McKeever — Director of Finance

08/27/2026 — 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