# College Station, TX

**Meeting Agenda**
**City Council**
**1101 Texas Ave, College Station, TX 77840**
**Internet: www.microsoft.com/microsoft-teams/join-a-meeting**
**Meeting ID: 287 987 474 175 | Passcode: gZw5cS**
**Phone: 469-480-7460 | Phone Conference: 168 564 318#**

| July 9, 2026 | 4:00 PM | City Hall Council Chambers |
|---|---|---|

**Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.**

**1. Call to Order.**

**2. Executive Session Agenda.**

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop, Regular, or Special Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. **Consultation with Attorney {Gov't Code Section 551.071};**
Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
b. Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.
c. Legal advice regarding the process to acquire property needed for the Rock Prairie Road East Widening Project.

2.2. **Real Estate {Gov't Code Section 551.072}**;
Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. Approximately 8 acres of land located at 1508 Harvey Road.
b. Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
c. Property located within the Midtown Business Park.

2.3. **Personnel {Gov't Code Section 551.074};**
Possible action. The City Council may deliberate the appointment, employment, evaluation,

reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

a. City Manager
b. Council Self-Evaluation

2.4. **Economic Incentive Negotiations {Gov't Code Section 551.087};**
Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

a. Economic development agreement for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
b. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
c. Economic development agreement with College Station Town Center, LP.
d. Funding agreement with Greater Brazos Partnership for services related to Plug and Play.

**3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**

**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**

Speaker Protocol.

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at https://forms.cstx.gov/Forms/CSCouncil or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Comments should not personally attack other speakers, Council or staff. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

**5. Presentation - Proclamations, Awards, and Recognitions.**

5.1. Presentation of a proclamation recognizing July 2026 as "Parks and Recreation Month."
Sponsors: Kelsey Heiden
Attachments: 1. 26 Parks and Recreation Month Proclamation

**6. Hear Visitors.**

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

**7. Consent Agenda.**

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

7.1. Presentation, discussion, and possible action of minutes for:
• June 25, 2026 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM062526 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a contract with D.I.J. Construction Inc. for annual traffic pavement striping and markings services, not-to-exceed $500,000 for maintenance activities associated with pavement marking applications on all street types.

Sponsors: Emily Fisher

Attachments: 1. DIJ Pavement Markings Contract_VendorSigned

7.3. Presentation, discussion, and possible action on a contract with Jaco Roofing & Construction, Inc. in the amount of $128,400 for the roof replacements at 304 Holleman Drive, 1015 Colgate Drive, and 1600 Rock Prairie Drive, plus contingency in the amount of $12,840 for a total appropriation of $141,240.

Sponsors: Brett Cast

Attachments: 1. Jaco Roof Contract
2. Fire Station 1 Roof Replacement Location Map
3. Bachmann Park Community Center Roof Replacement Location Map
4. Wolf Pen Creek Green Room Roof Replacement Location Map

7.4. Presentation, discussion, and possible action on a sponsorship agreement with Athletes Unlimited Softball League for the AUSL Championship Series on July 23-27, 2026 for an amount not to exceed $160,743.

Sponsors: Jeremiah Cook

Attachments: 1. AUSL Partially Executed Agreement
2. Economic Impact Study
3. ETF Application

7.5. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with United Site Solutions, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. United Site Solutions - Franchise Agreement_VendorSigned

7.6. Presentation, discussion, and possible action on annual clothing and miscellaneous items price agreements with C.C. Creations for $195,000 and M&M Apparel for $80,000 for a total estimated annual expenditure not to exceed $275,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. RFP 26-051 APA Clothing, Misc. Items

7.7. Presentation, discussion, and possible action on a contract award to Renegade Group, LLC for an electrical overhead crossing relocation and improvement related to the Hwy 6 widening project, for an amount not to exceed $145,583.72.

Sponsors: Glenn Gavit

Attachments: 1. 26-071 Bid Tabulation
2. 26300624-Vendor Signed Agreement

## 8. Workshop Agenda.

8.1. Presentation, discussion, and possible action related to a Parks and Recreation Department update.

Sponsors: Kelsey Heiden

Attachments: None

8.2. Presentation, discussion, and possible direction regarding incentives for increasing housing density.

Sponsors: David Brower

Attachments: None

**9. Regular Agenda.**

9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South.

Sponsors: Jeff Howell

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Comprehensive Plan Amendment Map

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, “Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial & OV Corridor Overlay to MF Multi-Family (7.20 acres) & NAP Natural Areas Protected (0.829 acres) for approximately 8.029 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South.

Sponsors: Jeff Howell

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 6 “Use Regulations”, Section 6.3.C “Use Table” and Section 6.4.AC “Vehicular Sales, Rental, Repair, and Service” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to use requirements and specific standards for Vehicular Sales within the WPC Wolf Pen Creek District.

Sponsors: Gabriel Schrum

Attachments:
1. Section 6.3 Types of Use Redline
2. Section 6.4 Specific Use Standards
3. Ordinance

**10. Items of Community Interest and Council Calendar.**

Items of Community Interest and Council Calendar: The Council may discuss upcoming events and receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

**11. Council Reports on Committees, Boards, and Commissions.**

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

**12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.**

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

**13. Adjourn.**

The City Council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion. Executive Session is closed to the public. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular or Special Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular or Special Agendas under Chapter 551, Texas Government Code

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on July 2, 2026 at 5:00 p.m.

Tanya Smith

City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

**July 9, 2026**
**Item No. 5.1.**
**Parks and Recreation Month**

**Sponsor:** Kelsey Heiden

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation of a proclamation recognizing July 2026 as "Parks and Recreation Month."

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** N/A

**Summary:** For nearly 40 years, the nation has celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation.

This year's Park and Recreation Month highlights "The Power Of" parks and recreation and the people who make it all possible. Parks and recreation brings us together, strengthens our health and well-being, and builds more resilient, connected communities. Throughout the month, we're celebrating the many ways parks and recreation reveals the power of what connects us:

- The Power of Connection: Parks and recreation is where relationships grow, cultures meet and communities bond.
- The Power of Play: From playgrounds to programs to youth sports, play fuels creativity, joy and lifelong learning.
- The Power of Community: Public spaces offer room for everyone to gather, celebrate and heal.
- The Power of Nature: Nature restores and inspires us, and parks ensure everyone can access its benefits.
- The Power of Belonging: Welcoming parks and programs make every person feel valued.
- The Power of Well-Being: Parks and recreation advances health, resilience and shared community benefits.

Join us this July to celebrate the transformative power of parks and recreation.

**Budget & Financial Summary:** N/A

**Attachments:**
1. 26 Parks and Recreation Month Proclamation

# *Proclamation*

**WHEREAS,** parks and recreation is an integral part of communities throughout this country, including the City of College Station; and

**WHEREAS,** parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS,** parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being;
and

**WHEREAS,** parks and recreation encourages physical activities by providing space for popular sports, trails, swimming pools and many other activities designed to promote active lifestyles; and

**WHEREAS,** park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

**WHEREAS,** parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS,** parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change;
and

**NOW, THEREFORE,** be it resolved that by virtue of the authority vested in me, John P. Nichols, Mayor of College Station, do hereby proclaim July as

## *Parks and Recreation Month*

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of College Station to be affixed this July 9, 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

**July 9, 2026**
**Item No. 7.1.**
**June 25th Meeting Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action of minutes for:
• June 25, 2026 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** Recommends Approval.

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**
1. CCM062526 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JUNE 25, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

**Presiding:**
John Nichols, Mayor

**Council:**
Mark Smith
William Wright, Mayor ProTem
David White
Melissa McIlhaney
Bob Yancy
Scott Shafer

**City Staff:**
Bryan Woods, City Manager
Jeff Kersten, Assistant City Manager
Leslie Whitten, Deputy City Attorney
John Haislet, Sr. Assistant City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

**1. Call to Order and Announce a Quorum is Present.**

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on June 25, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session Agenda.**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:01 p.m. on June 25, 2026, to continue discussing matters pertaining to:

**2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:**

- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.

**2.2. Deliberation on the purchase, exchange, lease, or value of real property; to wit:**

- Approximately 8 acres of land located at 1508 Harvey Road.

- Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- Property located within the Midtown Business Park.

**2.3. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:**

- City Manager
- Council Self-Evaluation

**2.4. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:**

- Economic development agreement for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- Economic development agreement with College Station Town Center, LP.

**3. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**

Executive Session recessed at 6:02 p.m.

**4. Pledge of Allegiance, Invocation, consider absence request.**

Invocation given by Chaplain Mike Armstrong, College Station Fire Department.

**5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.**

**5.1. Presentation recognizing June 27, 2026 as "American Business Women's Association Day."**

Mayor Nichols presented a proclamation to Rhianon Whitney, Tina Duncan, Holly Pritchard, Laura Cates, and Jessica Harman with the American Business Women's Association, proclaiming the week of June 27, 2026, as " American Business Women's Association Day."

**6. Hear Visitors Comments.**

David Johns from College Station expressed concerns about accidents involving new Texas A&M students, distracted driving, and road construction.

Ivan Svrcek from Bryan discussed the extensive use and access to ALPR camera data by law enforcement, citing large numbers of searches by various state and local organizations and questioning data security and privacy.

Ellen Fuller from College Station updated the council on the 'I Heart America' campaign, new pole banners at Veterans Park, and presented flags and stickers to the council. She described collaboration with Parks and Recreation and the Brazos Valley Veterans Memorial Board, expressing appreciation for their support on these projects.

## 7. CONSENT ITEMS

**Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.**

No items were pulled for clarification.

**7.1. Presentation, discussion, and possible action of minutes for:**

- **June 11, 2026 Council Meeting**

**7.2. Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. for the construction of a new traffic signal at Barron Road at Decatur Drive in the amount of $337,872 plus the City's contingency in the amount of $35,000 for a total appropriation of $372,872. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.**

**7.3. Presentation, discussion, and possible action on a $401,060.27 change order to the ten-year agreement with Axon Enterprise, Inc. ("AXON") for thirteen (13) Officer Safety Plan T7 packages to include body cameras, TASERS, digital storage, and associated reporting systems.**

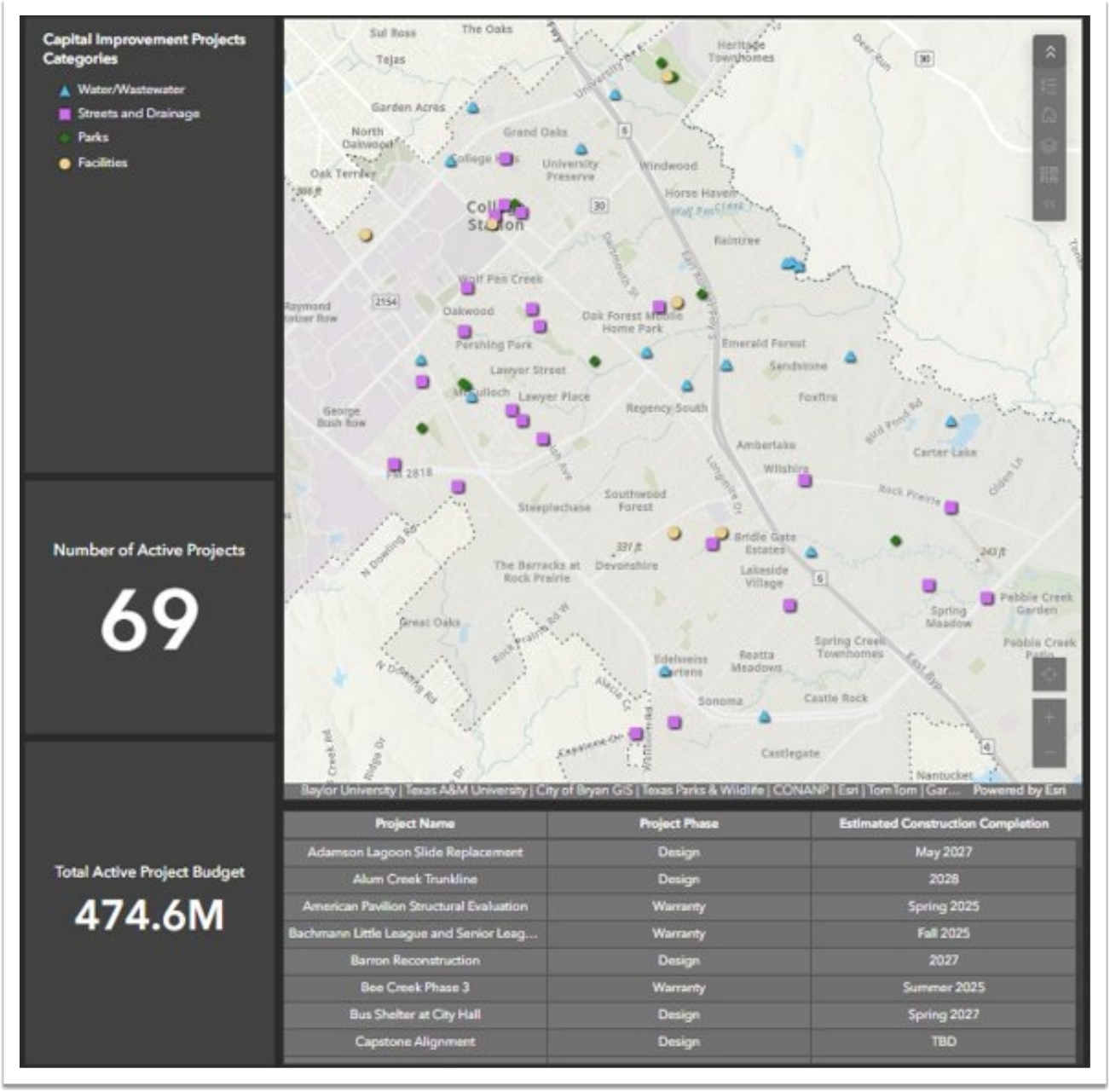
**7.4. Presentation, discussion, and possible action on annual polymer purchases from SNF Water Science Polydyne, Inc., with an estimated annual expenditure of $315,000 based on current unit pricing.**

**MOTION:** Upon a motion made by Councilmember White and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

## 8. WORKSHOP ITEMS

**8.1. Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.**

Jennifer Cain, Capital Projects Director, provided the City Council with a semiannual update on select capital improvement projects, detailing progress, timelines, budget changes, and technical aspects. She explained that the update covers a select group of projects from the city's portfolio, with 69 active projects displayed on the public dashboard. The dashboard allows users to filter by project type and provides contact information for project managers, facilitating public inquiries.




| Project Name | Project Phase | Estimated Construction Completion |
|---|---|---|
| Adamson Lagoon Slide Replacement | Design | May 2027 |
| Alum Creek Trunkline | Design | 2028 |
| American Pavilion Structural Evaluation | Warranty | Spring 2025 |
| Bachmann Little League and Senior Leag... | Warranty | Fall 2025 |
| Barron Reconstruction | Design | 2027 |
| Bee Creek Phase 3 | Warranty | Summer 2025 |
| Bus Shelter at City Hall | Design | Spring 2027 |
| Capstone Alignment | Design | TBD |

Current and Upcoming Capital Improvement Projects

- Greens Prairie – County Section
- State Hwy 6 Utilities
- Jones Butler Roundabout & Utilities
- Northeast Trunkline Phase 3 & 4
- Barron/Capstone
- Rock Prairie East Widening (Town Lake to WD Fitch)
- Rock Prairie East Widening (WD Fitch to City Limits)
- Krenek Tap Rehabilitation
- Lincoln Avenue Rehab
- Corporate Pkwy & Utilities
- Texas Independence Park
- Lincoln Center Area Improvements & Splashpad
- Thomas Park Improvements
- James, Puryear and Francis

- Fire Station No. 7

Completed Bond Projects

- Bachmann Little League and Senior League/Soccer Buildings
- Central Park Operations Shop
- Pickleball & Multi-Use Courts at Anderson Park
- Bee Creek and Central Park Tennis Courts

Mayor Nichols recessed the meeting at 6:48 p.m.

The meeting resumed at 7:02 p.m.

**8.2. Presentation, discussion, and possible action on Greater Northgate Small Area Plan recommendations, proposed public improvements within the Northgate district, and direction relating to the surface parking lot and surrounding area.**

Bryan Woods, City Manager, Michael Ostrowski, Chief Development Officer, and Anthony Armstrong, Planning and Development Director, led a workshop discussion on the Greater Northgate Small Area Plan, focusing on public improvements, preservation of district character, regulatory options, and stakeholder engagement, with council members asked to provide direction on future actions.

Michael Ostrowski, Chief Development Officer, reviewed recent and upcoming improvements in Northgate, including temporary pedestrian barricades for safety, refreshed bathrooms, landscaping, new signage for parking, and plans for benches to replace damaged planters. Additional projects include resurfacing the surface lot, branding initiatives, and installation of a Lyle Lovett and Robert Earl Keen statue. The city created a district manager position, filled by Jennifer Luna, to improve communication and coordination with Northgate business owners. Monthly meetings with the Northgate District Association and other stakeholders have facilitated real-time feedback and collaborative problem-solving.

Anthony Armstrong, Planning and Development Director, outlined regulatory options for preserving Northgate's character, including height limitations, material requirements, and facade change restrictions. Due to state law, material regulation changes risk losing grandfathered protections, and the only feasible regulatory action is height caps. The Landmark Commission, though dormant, could be reactivated to enforce historic preservation overlays, but this would require significant council action and could impact property rights. Alternative strategies discussed include economic development agreements, tax abatements, and potential city acquisition of properties to ensure preservation. These approaches require demonstrating public needs and would involve direct partnerships with property owners.

Completed Improvements in Northgate

- Temporary Safety Barricades
- Post implementation: TAMU vs Auburn (2025)
- Restrooms (refreshed and repainted)
- Picnic Tables (repaired and refinished)
- Tree Trimming

Proposed Improvements

- Garage Hardscape

- Current Garage Frontage
- Benches
- Current Tree Well Frontage
- Garage Management System
- New Directional Signage for Parking
- Lyle Lovett and Robert Earl Keen Statue
- Proposed Placement
- Aggie Spirit statue to be relocated to the Northgate clock location

Applicable FY27 SLA Requests

- New sanitation compactors
- Improved signage in the parking garage
- Resurface the existing parking lot
- Northgate branding strategy

Suggestions from Engagement

- Limit height to maximum of 3–5 stories
- Increase material requirements to include more wooden or brick elements
- Any new construction or façade changes over 50% must be approved by Design Review Board
- Demolition of any building must be approved by the Design Review Board

Northgate Preservation Overlay

- First St to Lodge St
- University Dr to Church Ave
- Include developed lots such as The Spot, Rough Draft and Rebel Draft House

Northgate Surface Parking Lot

- 1.5+ acres in size
- 100 parking spaces, teaser parking
- Generates approximately $500k per year in parking revenue
- Ride share location
- Business loading location

Potential Direction

- Maintain as parking, make improvements as needed
- Explore the City redeveloping the space into a community gathering space
- Explore the sale or lease of the property for private sector development that meets certain development standards
- A combination of above options through public/private partnership
- Other/additional unidentified options

Mayor Nichols opened for Citizen Comments.

Justin Manning from College Station thanked the Council for improved communication and responsiveness. He highlighted Jennifer Luna's contributions, regular meetings with Michael, and appreciated having a direct line with the Council. Mr. Manning noted a shift from community frustration to collaboration, supported the pause on lot sales, and expressed gratitude for thoughtful planning affecting the town's history and community.

Costa Dallis thanked the Mayor, Council, and staff, noting appreciation for increased engagement. He stated that TABC issues should go directly to TABC, emphasized the importance of rideshare services for safety, and supported keeping the parking lot while recommending peak-time pricing. Mr. Dallis also noted that Dixie Chicken remains among the top dining spots for visitors to Veterans Park.

Lance Richards, representing A&M United Methodist Church, raised concerns about safety for weekday school attendees and food insecurity, highlighting the impact of increased density and transient populations on security and community well-being.

There being no further comments, Citizen Comments was closed.

The Council requested staff to bring back a detailed proposal for a Northgate overlay, including options for height restrictions, use restrictions, and incentives, after engaging with property owners and stakeholders for input.

## 9. REGULAR ITEMS

**9.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2026-4691 vacating and abandoning a 0.016 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 3, Block 9 of the Pebble Creek Subdivision Phase 11B, generally located at 1902 Pebble Bend Drive, according to the plat recorded in Volume 20029, Page 189 of the Official Public Records of Brazos County, Texas.**

Cole Gabelman, Planning and Development, explained that the abandonment of a 10 ft portion of the 20 ft public utility easement is being requested by the applicant due to a desire to construct a swimming pool in the rear of the property where the easement is located. The 20 ft easement was originally dedicated as a plating requirement and is currently vacant. The easement requested for abandonment abuts Lick Creek floodplain. A 10 ft public utility easement will remain on the rear property line. The public utility easement is located along the rear lot lines of all lots in Block 9 of the Pebble Creek Phase 11B Subdivision.

At approximately 9:37 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:38 p.m.

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4691, vacating and abandoning a 0.016 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 3, Block 9 of the Pebble Creek Subdivision Phase 11B, generally located at 1902 Pebble Bend Drive, according to the plat recorded in Volume 20029, Page 189 of the Official Public Records of Brazos County, Texas.. The motion carried unanimously.

**10. Items of Community Interest and Council Calendar: The Council may discuss upcoming events and receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station;**

**and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.**

Mayor Nichols reported on the city's upcoming 4th of July event, I Heart America.

**11. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)**

No to report at this time.

**12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of our decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.**

No future agenda items at this time.

**13. Adjournment.**

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:43 p.m. on Thursday, June 25, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

**July 9, 2026**
**Item No. 7.2.**
**Traffic Pavement Striping and Marking Services Contract**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a contract with D.I.J. Construction Inc. for annual traffic pavement striping and markings services, not-to-exceed $500,000 for maintenance activities associated with pavement marking applications on all street types.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approving the contract with D.I.J Construction Inc. for pavement striping and markings services in the not-to-exceed amount of $500,000.00.

**Summary:** On June 9, 2026, the City received one (1) sealed bid in response to ITB 26-075 for Pavement Striping and Marking Services. The solicitation included individual line items and potential services to establish unit pricing for contract use. The contract is recommended for award to D.I.J. Construction, Inc., the sole respondent to the solicitation. Staff reviewed the submitted unit pricing and determined it to be fair and reasonable based on comparisons with prior contract pricing and historical service costs.

After a segment of roadway is reconstructed or rehabilitated, the pavement markings to delineate the travel lanes, bike lanes, stop bars, etc. must be installed. City staff relies on the expertise and the resources of specialty contractors to perform this work. This contract will also provide a way for the city to maintain existing roadway markings, which all guide, warn, and regulate road users.

The contract term is for the period beginning July 9, 2026, through July 8, 2027, and is an annual price agreement with two (2) additional one (1) year optional renewals available.

**Budget & Financial Summary:** Funds for striping roadways are budgeted and available in the traffic operations signs and markings budget. Other city departments may also utilize this contract for their striping needs, but funding would need to come from the department requesting the work.

**Attachments:**
1. DIJ Pavement Markings Contract_VendorSigned

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300632 PROJECT #: N/A BID/RFP/RFQ#: 26-075

**Project Name / Contract Description:** APA for Traffic Pavement Striping & Marking Services

**Name of Contractor:** D.I.J. Construction, Inc.

**CONTRACT TOTAL VALUE:** $ 500,000 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

**Debarment Check** ☐ Yes ☐ No ☒ N/A
**Section 3 Plan Incl.** ☐ Yes ☐ No ☒ N/A

**Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A
**Buy America Required** ☐ Yes ☐ No ☒ N/A
**Transparency Report** ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Bids were solicited for traffic pavement striping and marking services. One (1) bid was received from D.I.J. Construction, Inc.

Funding Account: 10010750-5315

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 7.9.2026 **Agenda Item No*:** _____

*--Section to be completed by Risk, Purchasing or City Secretary's Office Only—*

**Insurance Certificates:** DDV **Performance Bond:** KJ **Payment Bond:** KJ **Info Tech:** N/A

**SIGNATURES RECOMMENDING APPROVAL**

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 6/25/2026 DATE

ASST CITY MGR – CFO — 6/25/2026 DATE

John A. Haislet
LEGAL DEPARTMENT — 6/25/2026 DATE

**APPROVED & EXECUTED**

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION**
**STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and D.I.J. Construction, Inc. (the "Contractor") for the construction and/or installation of the following:
as described in ITB 26-075 APA for Traffic Pavement Striping & Marking Services.

## 1. DEFINITIONS

**1.01 Calendar Day.** The term "calendar day" shall mean any day of the week or month, no days being excepted.

**1.02 City.** The term "City" shall mean and be understood as referring to the City of College Station, Texas.

**1.03 City's Consultant.** The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

**1.04 City's Representative.** The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

**1.05 Contingency Amount.** The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: ZERO
and NO **/100 Dollars ($** 0.00 ).

**1.06 Contract Amount.** The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Five Hundred Thousand
and NO **/100 Dollars ($** 500,000 ).

**1.07 Contract Documents.** The term "Contract Documents" shall mean those documents listed in Section 2.01.

**1.08 Contractor.** The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

**1.09 Contractor's Proposal.** The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

**1.10 Extra Work.** The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing ***prior*** to the work being done by the Contractor.

**1.11 Final Completion.** The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

**1.12 Hazardous Substance.** The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

**1.13 Environmental Laws.** The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

**1.14 Interpretation of Phrases.** Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

**1.15 Nonconforming work.** The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

**1.16 Parties.** The "parties" are the City and the Contractor.

**1.17 Project.** The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

**1.18 Project Manager.** The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

**1.19 Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

**1.20 Substantially Completed.** The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

**1.21 Work.** The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

**1.22 Working Day.** A "working day" means any day not including Saturdays, Sundays, or legal holidays.

## 2. CONTRACT DOCUMENTS

**2.01** The Contract Documents and their priority shall be as follows:

- **(a)** This signed Agreement.
- **(b)** Addendum to this Agreement.
- **(c)** General Conditions, as may be applicable.
- **(d)** Special Conditions, as may be applicable.
- **(e)** Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- **(f)** Plans.
- **(g)** Instructions to Bidders and any other notices to Bidders or Contractor.
- **(h)** Performance bond, Payment bonds, Bid bonds and Special bonds.
- **(i)** Contractor's Proposal.

**2.02** Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

**2.03** The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

**2.04** All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

**2.05** In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

## 3. AWARD OF CONTRACT

**3.01** Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

**3.02 Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

## 4. CITY'S REPRESENTATIVE

**4.01** The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

**4.02** The City's Representative may periodically review and inspect the Work of the Contractor.

**4.03** The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

**4.04** The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

**4.05** Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

## 5. INDEPENDENT CONTRACTOR

**5.01** In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

**5.02 Standard of Care.** The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

**5.03** The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

**5.04** Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor ***without*** claim for additional payment, even though not specifically mentioned herein.

**5.05** Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

## 6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

## 7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

## 8. NATURE OF THE WORK

**8.01** It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

**8.02** Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

**8.03** If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

## 9. POST-AGREEMENT AWARD MEETINGS

**9.01** Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

**(a)** Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**(b)** The names and addresses of all proposed subcontractors in writing.

**(c)** Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

**(d)** Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

**(e)** For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.

**(f)** Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

**9.02** The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

## 10. PROGRESS OF WORK

**10.01** The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

**10.02** Further, the parties shall be subject to the following:

**(a)** The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

**(b)** City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

**(c)** The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

**(d)** The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

**(e)** The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

**(f)** When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

**(g)** In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

**10.03** The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

**10.04** The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**10.05** In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

**(a)** The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

**(b)** The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

**10.06 Work Stoppage.** If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

## 11. SITE CONDITIONS AND MANAGEMENT

**11.01** Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

**11.02** The Contractor shall be responsible for all power, light, and water required to perform the Work.

**11.03** Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

**11.04 Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

**11.05 Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

**11.06** The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

**11.07 Contractor's Structures.** The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

**11.08** The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

**11.09** City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

**11.10** When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

## 12. MATERIALS

**12.01** Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

**12.02** All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

**12.03** Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

**(a)** Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

**(b)** Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

**(c)** Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

**(d)** The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

**(e)** Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

**12.04 Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

**12.05** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

**12.06** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**12.07** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**12.08** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**12.09** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

**12.10** The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

**12.11** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**12.12** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

**12.13** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

**12.14** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

**12.15** Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

## 13. ENTRY, OBSERVATION, TESTING & POSSESSION

**13.01** The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

**13.02** The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

**13.03** The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

**13.04** City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement**.** Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

## 14. REJECTED WORK

**14.01** All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

**14.02** If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

**(a)** The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

**(b)** If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

**14.03** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

## 15. SUBCONTRACTING & SUBCONTRACTORS

**15.01** The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

**15.02** Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

## 16. PAYMENT

**16.01** The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

**16.02 Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials

not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

**16.03 Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☐ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than $400,000.00, and five percent (5%), where the full contract amount is $400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☑ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

**16.05** If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

**16.06** Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

**16.07** The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

**16.08** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**16.09** Unless otherwise provided in the Contract Documents:

**(a)** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**(b)** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

**(c)** Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

**16.10 Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

**16.11 Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

**(a)** Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

**(b)** Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

**(c)** Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

**(d)** Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

**(e)** Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

**(f)** Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

**(g)** Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

**(h)** City's determination of an amount of liquidated damages.

**(i)** Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

**(j)** Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

**(k)** Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

**16.12 Virtual Payment Method.** For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

## 17. EXTRA WORK CHARGES

**17.01** No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

**17.02 City Manager Approval.** When the original contract amount plus all change orders is **One Hundred Thousand Dollars ($100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars ($100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars ($100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☑ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of $1 million or more may not be increased by more than ***twenty-five percent (25%)***. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than $1 million increases the Contract Amount to $1 million or more, subsequent change orders may not increase the revised Contract Amount by more than ***twenty-five percent (25%)***. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be

included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

**17.04** The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

**(a)** It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

**(b)** **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

**(c)** Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

**(d)** It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

**Method A** - By agreed unit prices, or
**Method B** - By agreed lump sum, or
**Method C** - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

**(e)** **Method A - Unit Prices**. The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

**(1)** The cost of materials shall be determined by the invoices;

**(2)** The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

**(f)** **Method B - Lump Sum**. The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

**(g) Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

**(1)** No indirect or consequential damages will be allowed.

**(2)** All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

**(3)** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

**(4)** The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

## 18. TIME OF COMPLETION

**18.01** The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

**18.02** The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

**18.03** The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

**18.04** The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

## 19. SUBSTANTIAL COMPLETION

**19.01** The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

**(a)** If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

**(b)** If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

**19.02** The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

## 20. FINAL COMPLETION

**20.01** Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

**20.02** The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

**20.03** Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

## 21. DELAYS

**21.01** The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

**21.02** The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

**21.03** No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

**21.04** In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

## 22. EXTENSIONS OF TIME

**22.01** The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

**(a)** An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

**(b)** By changes ordered in the Work, or reductions thereto approved in writing;

**(c)** By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or

**(d)** By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

**22.02** If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

## 23. LIQUIDATED DAMAGES

**23.01** The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages

that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

**23.02** As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred and 00 **/100 DOLLARS ($** 200.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

## 24. CHARGES FOR INJURY OR REPAIR

**24.01** The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

**24.02** The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

**24.03** The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

## 25. WARRANTY

**25.01** Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (l) year as follows:

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .**

**25.02** All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

**25.03** This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

**25.04** Where more than a one (l) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

**25.05** This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

**25.06 Defective Work Discovered During Warranty Period.** If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (l) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (l) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

**25.07** The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

**25.08** If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

**25.09** The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

**25.10** The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (l) year after the installation or completion. The one (l) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

## 26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

**26.01 Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

**26.02 Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars** (**$60.00**) for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

**26.03** The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

**26.04** No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit

shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

**26.05 Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

**26.06 Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

## 27. INSURANCE

**27.01** The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

**27.02 Types.** Contractor shall have the following types of insurance:

- **(a)** Commercial General Liability.
- **(b)** Business Automobile Liability.
- **(c)** Excess Liability – required for contract amounts exceeding $1,000,000.
- **(d)** Builder’s Risk – provides coverage for contractor’s labor and materials for a project during construction that involves a structure such as a building or garage, builder’s risk policy shall be written on “all risks” form.
- **(e)** Workers' Compensation/ Employer’s Liability.

**27.03 General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:

- **(a)** Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- **(b)** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- **(c)** "Claims Made" policies are not accepted.
- **(d)** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.

**(e)** The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

**27.04 Commercial General Liability.** The following Commercial General Liability requirements shall apply:

**(a)** General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

**(b)** Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

**(c)** Coverage shall be at least as broad as ISO form GC 00 01.

**(d)** No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.

**(e)** The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

**27.05 Business Automobile Liability.** The following Business Automobile Liability requirements shall apply:

**(a)** Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

**(b)** Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

**(c)** The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

**(d)** The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

**(e)** Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

**27.06 Excess Liability.** The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of $5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

**27.07 Additional Insured.**

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

**27.08 Builder's Risk**

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

> *Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners*

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed $100,000.00 without the written approval of the City.

**27.09 Workers' Compensation/Employer's Liability Insurance.** The following Workers' Compensation Insurance requirements shall apply.

**(a)** Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

**(b)** Workers' Compensation/ Employer's Liability insurance shall include the following terms:

**1.** Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each

employee are required.

**2.** "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

**3.** Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**(c)** Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

*Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the Work on the project until the Contractor's/person's Work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

*B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*

*C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*

*D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been*

*extended.*

*E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*

*(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*

*(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

*F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

*G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*

*H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

*I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

*(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*

*(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*

*(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(4) obtain from each other person with whom it contracts, and provide to the Contractor:*

*(a) A certificate of coverage, prior to the other person beginning work on the project; and*

*(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate*

*of coverage ends during the duration of the project;*

*(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

*(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

*(7) Contractually require each person with whom it contracts to perform as required by Sections (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

**27.09 Certificates of Insurance.** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

**(a)** The company is authorized to do business in the State of Texas.

**(b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

**(c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## 28. BOND PROVISIONS

**28.01** Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

**(a)** The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

**(b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

**(c)** The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B.**

**(d)** The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

**(e)** If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

**28.02** The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

## 29. SURETY

**29.01** If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

**(a)** The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

**(b)** The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety

shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

**29.02** Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

**29.03** In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

## 30. COMPLIANCE WITH LAW

**30.01** The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

**30.02** The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

**30.03** The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

## 31. SAFETY PRECAUTIONS

**31.01** All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

**31.02** The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

**31.03** The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential

hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

**31.04** Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

**31.05** In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

**31.06** City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

**31.07** It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

## 32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

**32.01** The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

**32.02** The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

**32.03** Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

**32.04** The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

**32.05** If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

## 33. INDEMNITY

**33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.**

**33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:**

**(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**

**(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**

**(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**

**(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**

**(e) The removal of all debris related to the Work.**

**(f) The acts and omissions of the subcontractors it hired.**

**(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

**33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.**

**33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.**

**33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.**

**33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 34. RELEASE

**34.01 The Contractor assumes full responsibility for the Work to be 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 employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 35. PERMITS AND LICENSES

**35.01** The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

## 36. ROYALTIES AND LICENSING FEES

**36.01** THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

## 37. BREACH OF CONTRACT & DAMAGES

**37.01** The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

**37.02** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

**(a)** If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

**(b)** If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

**(c)** If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 38. TERMINATION FOR CAUSE

**38.01** At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

**(a)** If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

**(b)** If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

**(c)** If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

**(d)** If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

**(e)** If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

**(f)** If the Contractor abandons the Work.

**(g)** If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 39. TERMINATION FOR CONVENIENCE

**39.01** The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

**39.02** In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

## 40. RIGHT TO COMPLETE

**40.01** If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

## 41. CLOSE OUT

**41.01** After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

**(a)** Stop the work on the date and to the extent specified in the notice of termination;

**(b)** Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

**(c)** Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

**(d)** Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

**(e)** With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

**(f)** Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

## 42. TERMINATION CONVERSION

**42.01** Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

## 43. HIRING

**43.01** During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

## 44. ASSIGNMENT

**44.01** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

## 45. EFFECTIVE DATE

**45.01** This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

## 46. OTHER TERMS

**46.01 Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace

the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

**46.02 Prioritization.** Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

**46.03 Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

**46.04 Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

**46.05 Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**46.06 Mediation.** After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

**46.07 Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

**46.08 Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**46.09 Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

**46.10 Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

**46.11 Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**46.12 Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

**46.13 Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

**46.14 Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.**

**46.16 Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

**(a)** Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;

**(b)** Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

**(c)** Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

**46.17 Fraud Reporting.** To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

**List of Exhibits**

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

**D.I.J. CONSTRUCTION, INC.**

By: Kellen Floyd

Printed Name: Kellen Floyd

Title: President

Date: 6/25/2026

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

APPROVED:

John A. Haislet
City Attorney
Date: 6/25/2026

_____
Assistant City Manager/CFO
Date: 6/25/2026

**EXHIBIT A**
**DAVIS BACON WAGE RATES**

"General Decision Number: TX20260291 05/18/2026

State: Texas

Construction Types: Highway

Counties: Texas Counties of
Atascosa, Bandera, Bastrop, Bell, Bexar,
Brazos, Burleson, Caldwell, Comal,
Coryell, Guadalupe, Hays, Kendall,
Lampasas, McLennan, Medina, Robertson,
Travis, Williamson and Wilson

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |
| 1 | 05/18/2026 |

SATX2025-004 11/15/2023

| | Rates | Fringes |
|---|---|---|
| WORK ZONE BARRICADE SERVICER | $ 17.75 | 0.00 |
| WELDER | $ 23.38 | 0.00 |
| TRUCK DRIVER, TANDEM AXLE TRACTOR WITH SEMI TRAILER | $ 21.71 | 0.00 |
| TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK | $ 20.91 | 0.00 |
| TRUCK DRIVER, SINGLE AXLE | $ 19.70 | 0.00 |
| TRUCK DRIVER LOWBOY FLOAT | $ 25.96 | 0.00 |
| TRAFFIC SIGNAL/LIGHT POLE WORKER | $ 21.99 | 0.00 |
| SPREADER BOX OPERATOR | $ 19.31 | 0.00 |
| SIGN ERECTOR | $ 17.52 | 0.00 |
| SERVICER | $ 23.75 | 0.00 |
| SCRAPER OPERATOR | $ 17.52 | 0.00 |
| ROLLER OPERATOR, OTHER | $ 17.52 | 0.00 |
| ROLLER OPERATOR, ASPHALT | $ 20.24 | 0.00 |
| REINFORCING STEEL WORKER | $ 22.46 | 0.00 |
| RECLAIMER/PULVERIZER OPERATOR | $ 19.05 | 0.00 |
| PIPELAYER | $ 19.23 | 0.00 |
| PAVEMENT MARKING MACHINE OPERATOR | $ 22.00 | 0.00 |
| PAINTER, STRUCTURES | $ 23.76 | 0.00 |
| OFF ROAD HAULER | $ 17.52 | 0.00 |
| MOTOR GRADER OPERATOR, ROUGH | $ 22.95 | 0.00 |
| MOTOR GRADER OPERATOR, FINE GRADE | $ 26.56 | 0.00 |
| MILLING MACHINE OPERATOR | $ 21.73 | 0.00 |
| MECHANIC | $ 26.15 | 0.00 |
| LOADER/BACKHOE OPERATOR | $ 20.32 | 0.00 |
| LABORER, UTILITY | $ 19.05 | 0.00 |
| LABORER, COMMON | $ 17.52 | 0.00 |
| FRONT END LOADER OPERATOR, OVER 3 CY | $ 20.20 | 0.00 |
| FRONT END LOADER OPERATOR, 3 CY OR LESS | $ 20.33 | 0.00 |
| FOUNDATION DRILL OPERATOR, TRUCK MOUNTED | $ 24.28 | 0.00 |
| FORM SETTER, PAVING & CURB | $ 19.18 | 0.00 |
| FORM BUILDER/SETTER, STRUCTURES | $ 20.63 | 0.00 |
| FLAGGER | $ 15.52 | 0.00 |
| EXCAVATOR OPERATOR, OVER 50,000 POUNDS | $ 22.90 | 0.00 |
| EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS | $ 22.93 | 0.00 |
| ELECTRICIAN | $ 30.54 | 0.00 |

DIRECTIONAL DRILLING OPERATOR.....$ 25.19 0.00
DIRECTIONAL DRILLING LOCATOR.....$ 21.39 0.00
CRAWLER TRACTOR OPERATOR.....$ 20.92 0.00
CRANE OPERATOR, LATTICE BOOM OVER 80 TONS.....$ 28.87 0.00
CRANE OPERATOR, LATTICE BOOM 80 TONS OR LESS.....$ 26.47 0.00
CRANE OPERATOR, HYDRAULIC 80 TONS OR LESS.....$ 29.24 0.00
CONCRETE SAW OPERATOR.....$ 25.97 0.00
CONCRETE PAVEMENT FINISHING MACHINE OPERATOR.....$ 22.81 0.00
CONCRETE FINISHER, PAVING AND STRUCTURES.....$ 20.61 0.00
BROOM OR SWEEPER OPERATOR.....$ 18.09 0.00
BOOM TRUCK OPERATOR.....$ 27.82 0.00
ASPHALT RAKER.....$ 19.40 0.00
ASPHALT PAVING MACHINE OPERATOR.....$ 22.12 0.00
ASPHALT DISTRIBUTOR OPERATOR.....$ 24.07 0.00
AGRICULTURAL TRACTOR OPERATOR.....$ 19.14 0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

**1.** Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

**2.** Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

**3.** The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

**4.** The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

**5.** Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

**EXHIBIT B**
**PERFORMANCE AND PAYMENT BONDS**

## PERFORMANCE BOND

**Bond No.** 101865319

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**THE COUNTY OF BRAZOS** §

**THAT WE,** D.I.J. Construction, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Merchants Bonding Company (Mutual), as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Five Hundred Thousand and 00 /100 Dollars ($ 500,000.00 ) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Contractor has on or about this day executed a Contract in writing with the City of College Station for ITB 26-075 APA for Traffic Pavement Striping & Marking Services,

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE**, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**Bond No.** 101865319

**FOR THE CONTRACTOR:**

**ATTEST & SEAL:** (if a corporation) **(SEAL)**
**WITNESS:** (if not a corporation)

D.I.J. Construction, Inc.
**(Name of Contractor)**

**By:** Robin Quenter

**Name:** Robin Quenter

**Title:** Secretary

**Date:** July 9, 2026

**By:** Kellen Floyd

**Name:** Kellen Floyd

**Title:** President

**Date:** July 9, 2026

---

**FOR THE SURETY:**
**ATTEST/WITNESS** **(SEAL)**

**By:** Ricky Pleasant

**Name:** Ricky Pleasant, Jr.

**Title:** Witness

**Date:** July 9, 2026

Merchants Bonding Company (Mutual)
**(Full Name of Surety)**

P.O. Box 14498, Des Moines, IA 50306

**(Address of Surety for Notice)**

**By:** Courtney J. Goulding

**Name:** Courtney J. Goulding

**Title:** Attorney-in-Fact

**Date:** July 9, 2026

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**FOR THE CITY:**

**REVIEWED:**

John A. Haislet 6/25/2026
**City Attorney**

**THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:**

**City Manager**

***NOTE: Date of bonds must be on or after the date of execution by City.***

Contract No. 26300632
Construction Agreement Over $50,000
Form 04-20-2023

# TEXAS STATUTORY PAYMENT BOND

**Bond No.** 101865319

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**THE COUNTY OF BRAZOS** §

**THAT WE,** D.I.J. Construction, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Five Hundred Thousand and 00/100 Dollars ($ 500,000.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain contract with the City of College Station, dated the 9 day of July, 20 26, for ITB 26-075 APA for Traffic Pavement Striping & Marking Services, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF,** the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

**Bond No.** 101865319

**FOR THE CONTRACTOR:**

**ATTEST & SEAL:** (if a corporation) **(SEAL)**
**WITNESS:** (if not a corporation)

D.I.J. Construction, Inc.
**(Name of Contractor)**

**By:** Robin Gnenter
**Name:** Robin Gnenter
**Title:** Secretary
**Date:** July 9, 2026

**By:** Kellen Floyd
**Name:** Kellen Floyd
**Title:** President
**Date:** July 9, 2026

---

**FOR THE SURETY:**
**ATTEST/WITNESS** **(SEAL)**

**By:** Ricky Pleasant
**Name:** Ricky Pleasant, Jr.
**Title:** Witness
**Date:** July 9, 2026

Merchants Bonding Company (Mutual)
**(Full Name of Surety)**

P.O. Box 14498, Des Moines, IA 50306
**(Address of Surety for Notice)**

**By:** Courtney J. Goulding
**Name:** Courtney J. Goulding
**Title:** Attorney-in-Fact
**Date:** July 9, 2026

---

**FOR THE CITY:**

**REVIEWED:**

John A. Haislet 6/25/2026
**City Attorney**

**THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:**

**City Manager**

***NOTE: Date of bonds must be on or after the date of execution by City.***

Contract No. 26300632
Construction Agreement Over $50,000
Form 04-20-2023

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian Kenyon; Courtney J Goulding; Cynthia Giesen; Keenan Lehmann; Wesley M Pitts; William H Pitts Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of July , 2026

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

*Secretary*

POA 0018 (5/25)

MERCHANTS BONDING COMPANY (MUTUAL) · P.O. BOX 14498 · DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 · FAX: (515) 243-3854

# Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

USI Insurance Services
Call: 512-451-7555
Mail: 7600-C N. Capital of Texas Hwy #200, Austin, TX 78731

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

# ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

SUP 0032 TX (7/23)

**EXHIBIT C**
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

Client#: 148007 DIJCON

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Cindy Ellis | |
|---|---|---|
| USI Southwest<br>7600-C N. Capital of TX Hwy #200<br>Austin, TX 78731<br>512 451-7555 | PHONE (A/C, No, Ext): 512 651-4164 | FAX (A/C, No): 512 467-0113 |
| | E-MAIL ADDRESS: Cindy.Ellis@usi.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| D.I.J. Construction, Inc.<br>P.O. Box 1609<br>Bertram, TX 78605-1609 | INSURER A : Berkley National Insurance Company | 38911 |
| | INSURER B : Texas Mutual Insurance Company | 22945 |
| | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | MKG00000163 | 10/01/2025 | 10/01/2026 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | MKA00000051 | 10/01/2025 | 10/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | MKC11100155 | 10/01/2025 | 10/01/2026 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 0001186139 | 10/01/2025 | 10/01/2026 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N / A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

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

**Re: Annual Traffic Pavement Striping and Marking Services.**
**The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder (and other entities as required by the Prime Contract), only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies (See Attached Descriptions)**

**CERTIFICATE HOLDER**

City of College Station
P.O. Box 9960
College Station, TX 77842

**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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## DESCRIPTIONS (Continued from Page 1)

**provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when required by written contract. Umbrella is follow-form coverage. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name of Person or Organization:** |
|---|
| As Required by Written Contract<br>but only where the CG 20 10 10/01 or its equivalent is specifically required. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| As Required by Written Contract | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Name of Person or Organization:**<br>As Required by Written Contract<br>but only where the CG 20 37 10/01 or its equivalent is specifically required. |
| **Location And Description of Completed Operations:** |
| **Additional Premium:** Included |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As Required by Written Contract<br>when no specific form or edition date is specified. | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| As Required by Written Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# STANDARD NOTICE OF CANCELLATION TO THIRD PARTIES - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL OUTPUT PROGRAM
COMMERCIAL PROPERTY COVERAGE PART

**SCHEDULE**

**Designated Person or Organization and Address:**
As Required by Written Contract

**Number of Days Advance Notice:** 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

If we cancel or nonrenew this policy for any statutorily permitted reason, other than nonpayment of premium, we will mail a copy of the written notice of cancellation or nonrenewal that we sent you to the person or organization show in the Schedule above. We will provide this notification only if there is an existing contractual obligation to notify a certificate holder when this policy is canceled or nonrenewed and we are provided a copy of a certificate of insurance stating such notice will be provided.

**This notification of cancellation or nonrenewal to the person or organization shown in the Schedule above is intended as a courtesy only. Our failure to provide such notification to the person or organization shown in the schedule above will not extend any policy cancellation date, negate the cancellation as to any insured or any certificate holder, or provide any additional insurance that would not have been provided in the absence of this endorsement.**

This endorsement does not entitle the person or organization shown in the Schedule above of any benefit, rights or protection under this policy. Failure by us to provide this notice of cancellation to the person or organization shown in the Schedule above will not impose liability of any kind upon us.

Any of these provisions in this endorsement that conflict with a law that controls the notice of cancellation of insurance is changed by this statement to comply with the law.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured:** D.I.J. Construction, Inc. |
| **Endorsement Effective Date:** |

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| As Required by Written Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** D.I.J. Construction, Inc.

**Endorsement Effective Date:**

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**
As Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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**INTERLINE**
**IL 83 36 TX 12 14**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# STANDARD NOTICE OF CANCELLATION TO THIRD PARTIES - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL OUTPUT PROGRAM
COMMERCIAL PROPERTY COVERAGE PART

**SCHEDULE**

**Designated Person or Organization and Address:**
As Required by Written Contract

**Number of Days Advance Notice:** 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

If we cancel or nonrenew this policy for any statutorily permitted reason, other than nonpayment of premium, we will mail a copy of the written notice of cancellation or nonrenewal that we sent you to the person or organization show in the Schedule above. We will provide this notification only if there is an existing contractual obligation to notify a certificate holder when this policy is canceled or nonrenewed and we are provided a copy of a certificate of insurance stating such notice will be provided.

**This notification of cancellation or nonrenewal to the person or organization shown in the Schedule above is intended as a courtesy only. Our failure to provide such notification to the person or organization shown in the schedule above will not extend any policy cancellation date, negate the cancellation as to any insured or any certificate holder, or provide any additional insurance that would not have been provided in the absence of this endorsement.**

This endorsement does not entitle the person or organization shown in the Schedule above of any benefit, rights or protection under this policy. Failure by us to provide this notice of cancellation to the person or organization shown in the Schedule above will not impose liability of any kind upon us.

Any of these provisions in this endorsement that conflict with a law that controls the notice of cancellation of insurance is changed by this statement to comply with the law.

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TexasMutual®

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**WC 42 03 04 B**
Insured copy

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001186139 of Texas Mutual Insurance Company effective on 10/1/25

Issued to: D I J CONSTRUCTION INC

Jeanette Ward

This is not a bill

**Authorized representative**

NCCI Carrier Code: 29939

9/26/25

TexasMutual®

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**WC 42 06 01**
Insured copy

# TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001186139 of Texas Mutual Insurance Company effective on 10/1/25

Issued to: D I J CONSTRUCTION INC

Jeanette Ward

This is not a bill

**Authorized representative**

NCCI Carrier Code: 29939

9/26/25

**EXHIBIT D**
**PLANS AND SPECIFICATIONS**

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

ITB 26-075 INCORPORATED BY REFERENCE INTO THIS CONTRACT

**Paint:**

**Water-Based Paint- Material Characteristics;**

Paints are classified by TxDot as Type II pavement markings, with material specifications falling under DMS-8200, WPT-12, and YPT-12 for white and yellow, respectively. The current DMS-8200 specification specifically calls Rohm-Hass Fast Track HD-21A or Dow DT-400 acrylic emulsion resins. Check with TxDot materials laboratory for approved formulations, as they are subject to change.

The paint shall have the property of angular reflectivity and shall be suitable as a binding medium for glass beads placed on the surface of the wet paint in the amount of not less than 6 pounds per gallon. It shall be homogeneous and well ground, shall not settle badly and shall be readily broken up with a paddle to a smooth uniform consistency. It shall be free from water or foreign matter and shall dry within the specified time to a tough serviceable film. The paint shall be properly strained during the final filling of containers and not more than 1% of coarse particles and skins shall be retained.

**Glass Beads:**

Glass beads for use on traffic line paint shall, except for gradation, shall be moisture resistant, clear, colorless and clean and of such character as to permit their upper surface exposed to permit the refracting light rays. The glass beads properties shall be manufactured to conform to DMS-8290. The glass sphere beads shall have no more than 30% irregularity in shape or fused sheroids per sampling.

**Construction Requirements:**

Reflectorized pavement markings shall be applied to clean, dry and dirt-free surfaces. The paint shall be applied at a thickness ranging from 15-25 mils. As a rule of thumb, the optimal speed of a striping truck applying 15 mil markings is 10-12 mph. The acceptable tolerance for 4" inch lines shall be plus or minus ¼". If a "No Passing Zone" is to be established or revised, the City will designate this area at such time as the contractor begins work. The trace of the paint shall have a uniform edge lines by referencing the center or lane lines. Removal of the pavement marking by means that will gouge the surface will not be permitted. However, a plane of the surface by commercial line removal equipment is considered a suitable method marking removal.

All pavement markings shall be in accordance with latest edition of the MUTCD and FHWA Standard Highway Signs at the time of the bidding.

**Performance Requirements:**

All markings and replacement markings shall meet the performance requirements of ASTM D6359 for at least 30 calendar days (instead of the 14 days identified by the standard) after installation. Because loosely adhered glass beads are often removed from the marking soon after the markings are open to traffic, retro reflectivity of the markings will be measured at least 3 days after the markings have been installed to allow the retro reflectivity of the markings to stabilize.

Unless other wise directed, pavement markings that fail to meet the requirements shall be removed and replaced at the contractor's expense. Replacement of failed markings shall be completed within 30 days of notification.

**Reflectorized Pavement Markings:**

Installing reflectorized pavement markings shall consist of furnishing and placing "hot applied thermoplastic", reflectorized paint, pavement markings, including words, arrows stop bars, and emblems, of color and type in accordance to the specifications and to dimensions at the locations shown on the plans or as directed.

Markings should be applied during good weather conditions unless otherwise directed. If markings are placed at the contractor's option when inclement weather is impending and the markings are damaged by subsequent precipitation, the contractor is responsible for all costs associated with replacing the markings if required.

**Retroreflective Requirements:**
Meet the following minimum retroreflectivity values for edge line markings, center-line/no passing barrier-line, and lane lanes when measured anytime after 3 days but not longer than 10 days after application:

Type I Markings:

White markings: 250 millicandels per square meter per lux (mcd/m21x)
Yellow markings: 175 mcd/m21x

Type II Markings:

White markings: 175 mcd/m21x
Yellow markings: 100 mcd/m21x

**Thermoplastic:**
Thermoplastic pavement markings shall be placed according to these specifications unless otherwise shown on the plans.

Sealer for thermoplastic- For asphalt surfaces more than 3 years old or for concrete, apply a pavement sealer before placing thermoplastic markings on locations that do not have existing markings unless other wise approved. The pavement sealer may be either a paint marking without glass beads or an acrylic or epoxy sealer unless otherwise shown on the plans. Follow manufacturer's directions for application of acrylic or epoxy sealers. Place the sealer in the same configuration and color (unless clear) as the thermoplastic marking unless otherwise shown on the plans.

Thermoplastic markings-Thermoplastic markings shall be placed after the sealer cures and applied within the temperature limits recommended by the material manufacturer. If during a spray application, operations cease for 5 minutes or longer, flush the spray heads by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

**Equipment Specifications:**
The contractor shall use paint application equipment with at least the following minimum specifications:

1) Self-propelled
2) Automatic bead dispensing system
3) Electronic line skip measuring controls
4) Independent paint gun carriage adjustment
5) Minimum of two-color 15 gallon paint tanks
6) Adequate traffic safety and warning devices on the unit
7) Provide continuous mixing and agitation of pavement marking material

**Traffic Control:**
All traffic control for construction activities shall meet the most current version of the Texas Manual of Traffic Control Devices.

*All items/services listed below will not necessarily be utilized during the contract period.

**QUOTATION**

All items listed below will not necessarily be utilized during the contract period. Annual quantities indicated below are estimates based on the best available information and are not guaranteed.

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | REFL PAV MRK TY I (W) 4" (DOT) (90 MIL) | 200 | LF | $3.00 | $600.00 |
| 2 | REFL PAV MRK TY I (W) 4" (BRK) (90 MIL) | 5,000 | LF | $0.65 | $3,250.00 |
| 3 | REFL PAV MRK TY I (W) 4" (SLD) (90 MIL) | 10,000 | LF | $0.45 | $4,500.00 |
| 4 | REFL PAV MRK TY I (W) 6" (DOT) (90 MIL) | 500 | LF | $2.00 | $1,000.00 |
| 5 | REFL PAV MRK TY I (W) 6" (BRK) (90 MIL) | 2,000 | LF | $0.80 | $1,600.00 |
| 6 | REFL PAV MRK TY I (W) 6" (SLD) (90 MIL) | 40,000 | LF | $0.65 | $26,000.00 |
| 7 | REFL PAV MRK TY I (W) 8" (DOT) (90 MIL) | 500 | LF | $2.50 | $1,250.00 |
| 8 | REFL PAV MRK TY I (W) 8" (SLD) (90 MIL) | 5,000 | LF | $1.15 | $5,750.00 |
| 9 | REFL PAV MRK TY I (W) 12" (SLD) (125 MIL) | 15,000 | LF | $6.00 | $90,000.00 |
| 10 | REFL PAV MRK TY I (W) 24" (SLD) (125 MIL) | 15,000 | LF | $13.50 | $202,500.00 |
| 11 | REFL PAV MRK TY I (Y) 4" (DOT) (90 MIL) | 200 | LF | $2.00 | $400.00 |
| 12 | REFL PAV MRK TY I (Y) 4" (BRK) (90 MIL) | 5,000 | LF | $0.65 | $3,250.00 |
| 13 | REFL PAV MRK TY I (Y) 4" (SLD) (90 MIL) | 40,000 | LF | $0.45 | $18,000.00 |
| 14 | REFL PAV MRK TY I (Y) 6" (DOT) (90 MIL) | 200 | LF | $2.00 | $400.00 |
| 15 | REFL PAV MRK TY I (Y) 6" (BRK) (90 MIL) | 2,000 | LF | $1.00 | $2,000.00 |
| 16 | REFL PAV MRK TY I (Y) 6" (SLD) (90 MIL) | 2,000 | LF | $1.00 | $2,000.00 |
| 17 | REFL PAV MRK TY I (Y) 12" (SLD) (125 MIL) | 500 | LF | $5.00 | $2,500.00 |
| 18 | REFL PAV MRK TY I (Y) 24" (SLD) (125 MIL) | 500 | LF | $9.00 | $4,500.00 |
| 19 | REFL PAV MRK TY II (W) 4" (DOT) | 200 | LF | $1.40 | $280.00 |
| 20 | REFL PAV MRK TY II (W) 4" (BRK) | 5,000 | LF | $0.30 | $1,500.00 |
| 21 | REFL PAV MRK TY II (W) 4" (SLD) | 40,000 | LF | $0.30 | $12,000.00 |
| 22 | REFL PAV MRK TY II (W) 6" (DOT) | 500 | LF | $1.50 | $750.00 |
| 23 | REFL PAV MRK TY II (W) 6" (BRK) | 2,000 | LF | $0.50 | $1,000.00 |
| 24 | REFL PAV MRK TY II (W) 6" (SLD) | 70,000 | LF | $0.35 | $24,500.00 |
| 25 | REFL PAV MRK TY II (W) 8" (DOT) | 200 | LF | $1.50 | $300.00 |
| 26 | REFL PAV MRK TY II (W) 8" (SLD) | 10,000 | LF | $0.70 | $7,000.00 |
| 27 | REFL PAV MRK TY II (W) 12" (SLD) | 2,000 | LF | $3.00 | $6,000.00 |
| 28 | REFL PAV MRK TY II (W) 24" (SLD) | 2,000 | LF | $4.00 | $8,000.00 |
| 29 | REFL PAV MRK TY II (Y) 4" (DOT) | 200 | LF | $1.40 | $280.00 |
| 30 | REFL PAV MRK TY II (Y) 4" (BRK) | 10,000 | LF | $0.25 | $2,500.00 |
| 31 | REFL PAV MRK TY II (Y) 4" (SLD) | 100,000 | LF | $0.25 | $25,000.00 |
| 32 | REFL PAV MRK TY II (Y) 6" (DOT) | 200 | LF | $1.50 | $300.00 |
| 33 | REFL PAV MRK TY II (Y) 6" (BRK) | 2,000 | LF | $0.40 | $800.00 |
| 34 | REFL PAV MRK TY II (Y) 6" (SLD) | 2,000 | LF | $0.40 | $800.00 |
| 35 | REFL PAV MRK TY II (Y) 12" (SLD) | 400 | LF | $3.00 | $1,200.00 |
| 36 | REFL PAV MRK TY II (Y) 24" (SLD) | 400 | LF | $4.00 | $1,600.00 |
| 37 | REFL PAV MRK TY II (R) 8" FIRE LANE STRIPING | 300 | LF | $1.00 | $300.00 |
| 38 | REFL PAV MRK TY II (R) 8" FIRE LANE STRIPING W/ 4" FL NP TAZ WORDS PER 15 FT | 300 | LF | $1.10 | $330.00 |
| 39 | REFL PAV MRK TY II (R) "CURB MARKINGS" W/ 4" FL NP TAZ WORDS PER 15 FT | 300 | LF | $1.10 | $330.00 |
| 40 | REFL PAV MRK TY II (R) "CURB MARKINGS" | 300 | LF | $1.10 | $330.00 |
| 41 | REFL PAV MRK TY II (W) "CURB MARKINGS" | 500 | LF | $1.10 | $550.00 |
| 42 | REFL PAV MRK TY II (Y) "CURB MARKINGS" | 500 | LF | $1.00 | $500.00 |

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 43 | REFL PAV MRK TY II "MEDIAN NOSE" (Y) (TYPICAL SIZE 5' X 5') | 50 | EA | $335.00 | $16,750.00 |
| 44 | REFL PAV MRK TY I (W) YIELD LINE TRIANGLE (12" X 18") (125 MIL) | 50 | EA | $35.00 | $1,750.00 |
| 45 | REFL PAV MRK TY I (W) YIELD LINE TRIANGLE (24" X 36") (125 MIL) | 50 | EA | $50.00 | $2,500.00 |
| 46 | REFL PAV MRK TY I (W) (8 FT STANDARD LEFT TURN ARROW) (125MIL) | 100 | EA | $250.00 | $25,000.00 |
| 47 | REFL PAV MRK TY I (W) (8 FT STANDARD RIGHT TURN ARROW) (125MIL) | 100 | EA | $250.00 | $25,000.00 |
| 48 | REFL PAV MRK TY I (W) (10 FT STANDARD STRAIGHT ARROW) (125MIL) | 30 | EA | $250.00 | $7,500.00 |
| 49 | REFL PAV MRK TY I (W) (13 FT STANDARD COMBO ARROW) (125MIL) | 30 | EA | $250.00 | $7,500.00 |
| 50 | REFL PAV MRK TY I (W) (10 FT STANDARD U-TURN ARROW) (125MIL) | 10 | EA | $260.00 | $2,600.00 |
| 51 | REFL PAV MRK TY I (W) (20 FT STANDARD ROUNDABOUT FISH-HOOK ARROW) (125MIL) | 10 | EA | $900.00 | $9,000.00 |
| 52 | REFL PAV MRK TY I (W) LEGEND (8 FT "ONLY") (125 MIL) | 100 | EA | $300.00 | $30,000.00 |
| 53 | REFL PAV MRK TY I (W) BIKE DETECTOR SYMBOL (3'7" X 12") (125 MIL) | 20 | EA | $220.00 | $4,400.00 |
| 54 | REFL PAV MRK TY I (W) BIKE SHARROW (9 FT) (125 MIL) | 20 | EA | $425.00 | $8,500.00 |
| 55 | REFL PAV MRK TY I (W) BIKE ARROW STRAIGHT (6 FT) (125 MIL) | 100 | EA | $260.00 | $26,000.00 |
| 56 | REFL PAV MRK TY I (W) BICYCLE SYMBOL (6 FT) (125 MIL) | 100 | EA | $300.00 | $30,000.00 |
| 57 | REFL PAV MRK ADA TY I (W) HANDICAP SYMBOL (125 MIL) | 10 | EA | $165.00 | $1,650.00 |
| 58 | REFL PAV MRK ADA TY I (W) HANDICAP SYMBOL W/ (BLUE BACKGROUND) (125 MIL) | 10 | EA | $330.00 | $3,300.00 |
| 59 | PAVEMENT SEALER 4" | 500 | LF | $0.25 | $125.00 |
| 60 | PAVEMENT SEALER 6" | 500 | LF | $0.45 | $225.00 |
| 61 | PAVEMENT SEALER 8" | 500 | LF | $0.70 | $350.00 |
| 62 | PAVEMENT SEALER 12" | 1,500 | LF | $1.50 | $2,250.00 |
| 63 | PAVEMENT SEALER 24" | 1,500 | LF | $3.00 | $4,500.00 |
| 64 | PAVEMENT SEALER (LEGEND) | 5,000 | LF | $2.75 | $13,750.00 |
| 65 | REFL PAV MRKR TY I - A | 200 | EA | $2.00 | $400.00 |
| 66 | REFL PAV MRKR TY I - C | 500 | EA | $9.00 | $4,500.00 |
| 67 | REFL PAV MRKR TY I - R | 100 | EA | $4.00 | $400.00 |
| 68 | REFL PAV MRKR TY II - A - A | 2,000 | EA | $9.00 | $18,000.00 |
| 69 | REFL PAV MRKR TY II - C - R | 500 | EA | $10.00 | $5,000.00 |
| 70 | REFL PAV MRKR TY II - B - B | 50 | EA | $10.00 | $500.00 |
| 71 | TRAFFIC BUTTON TY W / Y | 50 | EA | $4.00 | $200.00 |
| 72 | ELIM EXT PAV MRK & MRKS (4") | 15,000 | LF | $1.30 | $19,500.00 |
| 73 | ELIM EXT PAV MRK & MRKS (6") | 10,000 | LF | $0.65 | $6,500.00 |
| 74 | ELIM EXT PAV MRK & MRKS (8") | 4,000 | LF | $1.30 | $5,200.00 |
| 75 | ELIM EXT PAV MRK & MRKS (12") | 2,000 | LF | $2.60 | $5,200.00 |
| 76 | ELIM EXT PAV MRK & MRKS (24") | 2,000 | LF | $5.50 | $11,000.00 |
| 77 | ELIM EXT (RAISED PAVEMENT MARKERS) | 1,000 | EA | $0.15 | $150.00 |
| 78 | ELIM EXT PAV MRK & MRKS (LEGEND) | 5,000 | LF | $3.00 | $15,000.00 |
| 79 | REMOVE TEMPORARY FLEXIBLE ROAD TABS | 1,000 | EA | $0.15 | $150.00 |
| | | | **GRAND TOTAL** | | $780,000.00 |

**DELIVERY DATE**: Successful Bidder shall provide a firm completion date for each job prior to commencement.

**CALLOUTS/RESPONSE TIME** : Successful Bidder shall respond to callout request within 48 hours.

**NUMBER OF ADDENDA IS HEREBY ACKNOWLEDGED:** 0

**CONTRACTOR NAME:** DJS Construction Inc

**CONTRACTOR SIGNATURE:**

**Payment Terms:** Net 30

*(Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)*

## CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (*if applicable*).

Signed By: _____ Title: Vice President / Estimator

Typed Name: Tim D. Jarma Company Name: D.I.J. Construction, Inc.

Phone No.: 512-355-2766 Fax No.: _____

Email: tim@dijconstruction.com

Vendor Address: P.O. Box 1609 Bertram TX 78605
P.O. Box or Street City State Zip

Remit Address: Same
P.O. Box or Street City State Zip

Company is a publicly traded entity, including a wholly owned subsidiary of the business entity: _____
Yes __x__ No

Federal Tax ID No.: 74-2291006

DUNS No.: 10-856-1077

Date: June 9, 2026

Number of Addenda is hereby acknowledged: 0

**NOTE:** This form must be fully completed and included in bid submissions.

**ITB NO. 26-075**

**July 9, 2026**
**Item No. 7.3.**
**Roof Repairs: WPC Green Room, Bachmann Park Community Center, and Fire Station 1**

**Sponsor:** Brett Cast , Assistant Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a contract with Jaco Roofing & Construction, Inc. in the amount of $128,400 for the roof replacements at 304 Holleman Drive, 1015 Colgate Drive, and 1600 Rock Prairie Drive, plus contingency in the amount of $12,840 for a total appropriation of $141,240.

**Relationship to Strategic Goals:**
Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the contract.

**Summary:** This roof replacements are a part of the city's Asset Replacement and Maintenance Program and are the result of regular wear and tear.

The work at Fire Station 1 and the Bachmann Park Community Center will replace the existing shingle roofs with high-impact, more hail-resistant shingles that will retain the aesthetic of the current roofs. The work at the Wolf Pen Creek Park Green Room will overlay the existing roof with Duro-Last mechanically fastened roof systems. This Duro-Last installation will include ½" high-density cover board in place of standard insulation, which will provide enhanced durability and compressive strength. This upgrade will utilize the same material that was used on the roofs at City Hall and 1207 Texas Ave.

Services and products associated with this contract are being purchased through various The Interlocal Purchasing System (TIPS) contracts established by The Local Government Purchasing Cooperative. All services and products available for purchase via TIPS contracts have been competitively bid and awarded in compliance with Texas statutes relating to competitive bids and proposals. This cooperative is administered by The Interlocal Purchasing Systems and is endorsed by the Texas Municipal League and the Texas Association of Counties.

**Budget & Financial Summary:** The total of $141,240 will be covered by the Facility and Technology Capital Improvement Projects Fund. A project budget of $5,000,000 is included in this Fund. A total of $1,446,191 has been expended or committed to date, leaving a balance of $3,553,809 for this work.

**Attachments:**
1. Jaco Roof Contract
2. Fire Station 1 Roof Replacement Location Map
3. Bachmann Park Community Center Roof Replacement Location Map
4. Wolf Pen Creek Green Room Roof Replacement Location Map

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300605 PROJECT #: GG2401 BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** Roof Replacements at Fire Station No. 1, Bachmann Community Center, and Wolf Pen Creek Green Room

**Name of Contractor:** Jaco Roofing & Construction, Inc.

**CONTRACT TOTAL VALUE:** $ 128,400.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

**Debarment Check** ☐ Yes ☐ No ■ N/A
**Section 3 Plan Incl.** ☐ Yes ☐ No ■ N/A

**Davis Bacon Wages Used** ☐ Yes ☐ No ■ N/A
**Buy America Required** ☐ Yes ☐ No ■ N/A
**Transparency Report** ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Funding Account: 41379971-6561

TIPS #24060401

Fire Station 1: $66,080.00 Bachmann Community Center: $36,065.00 Wolf Pen Creek Park Green Room: $26,255.00

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 07.09.2026 **Agenda Item No*:** _____

*--Section to be completed by Risk, Purchasing or City Secretary's Office Only—*

**Insurance Certificates:** DDV **Performance Bond:** KJ **Payment Bond:** KJ **Info Tech:** N/A

**SIGNATURES RECOMMENDING APPROVAL**

Jennifer Cain BC — 6/10/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 6/10/2026
ASST CITY MGR – CFO — DATE

Derra Purnell — 6/10/2026
LEGAL DEPARTMENT — DATE

**APPROVED & EXECUTED**

_____ — _____
CITY MANAGER — DATE

N/A — _____
MAYOR (if applicable) — DATE

N/A — _____
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION**
**STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Jaco Roofing & Construction, Inc. (the "Contractor") for the construction and/or installation of the following:
Roof Replacements at Fire Station No.1, Bachmann Community Center, and Wolf Pen Creek Green Room.

## 1. DEFINITIONS

**1.01 Calendar Day.** The term "calendar day" shall mean any day of the week or month, no days being excepted.

**1.02 City.** The term "City" shall mean and be understood as referring to the City of College Station, Texas.

**1.03 City's Consultant.** The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

**1.04 City's Representative.** The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

**1.05 Contingency Amount.** The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Twelve Thousand Eight Hundred Forty and NO **/100 Dollars ($** 12,840.00 ).

**1.06 Contract Amount.** The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Twenty-Eight Thousand Four Hundred and NO **/100 Dollars ($** 128,400.00 ).

**1.07 Contract Documents.** The term "Contract Documents" shall mean those documents listed in Section 2.01.

**1.08 Contractor.** The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

**1.09 Contractor's Proposal.** The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

**1.10 Extra Work.** The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing ***prior*** to the work being done by the Contractor.

**1.11 Final Completion.** The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

**1.12 Hazardous Substance.** The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

**1.13 Environmental Laws.** The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

**1.14 Interpretation of Phrases.** Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

**1.15 Nonconforming work.** The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

**1.16 Parties.** The "parties" are the City and the Contractor.

**1.17 Project.** The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

**1.18 Project Manager.** The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

**1.19 Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

**1.20 Substantially Completed.** The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

**1.21 Work.** The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

**1.22 Working Day.** A "working day" means any day not including Saturdays, Sundays, or legal holidays.

## 2. CONTRACT DOCUMENTS

**2.01** The Contract Documents and their priority shall be as follows:

- **(a)** This signed Agreement.
- **(b)** Addendum to this Agreement.
- **(c)** General Conditions, as may be applicable.
- **(d)** Special Conditions, as may be applicable.
- **(e)** Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- **(f)** Plans.
- **(g)** Instructions to Bidders and any other notices to Bidders or Contractor.
- **(h)** Performance bond, Payment bonds, Bid bonds and Special bonds.
- **(i)** Contractor's Proposal.

**2.02** Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

**2.03** The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

**2.04** All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

**2.05** In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

## 3. AWARD OF CONTRACT

**3.01** Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

**3.02 Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

## 4. CITY'S REPRESENTATIVE

**4.01** The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

**4.02** The City's Representative may periodically review and inspect the Work of the Contractor.

**4.03** The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

**4.04** The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

**4.05** Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

## 5. INDEPENDENT CONTRACTOR

**5.01** In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

**5.02 Standard of Care.** The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

**5.03** The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

**5.04** Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor ***without*** claim for additional payment, even though not specifically mentioned herein.

**5.05** Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

## 6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

## 7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

## 8. NATURE OF THE WORK

**8.01** It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

**8.02** Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

**8.03** If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

## 9. POST-AGREEMENT AWARD MEETINGS

**9.01** Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

**(a)** Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**(b)** The names and addresses of all proposed subcontractors in writing.

**(c)** Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

**(d)** Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

**(e)** For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.

**(f)** Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

**9.02** The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

## 10. PROGRESS OF WORK

**10.01** The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

**10.02** Further, the parties shall be subject to the following:

**(a)** The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

**(b)** City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

**(c)** The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

**(d)** The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

**(e)** The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

**(f)** When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

**(g)** In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

**10.03** The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

**10.04** The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**10.05** In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

**(a)** The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

**(b)** The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

**10.06 Work Stoppage.** If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

## 11. SITE CONDITIONS AND MANAGEMENT

**11.01** Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

**11.02** The Contractor shall be responsible for all power, light, and water required to perform the Work.

**11.03** Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

**11.04 Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

**11.05 Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

**11.06** The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

**11.07 Contractor's Structures.** The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

**11.08** The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

**11.09** City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

**11.10** When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

## 12. MATERIALS

**12.01** Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

**12.02** All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

**12.03** Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

**(a)** Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

**(b)** Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

**(c)** Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

**(d)** The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

**(e)** Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

**12.04 Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

**12.05** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

**12.06** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**12.07** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**12.08** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**12.09** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

**12.10** The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

**12.11** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**12.12** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

**12.13** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

**12.14** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

**12.15** Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

## 13. ENTRY, OBSERVATION, TESTING & POSSESSION

**13.01** The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

**13.02** The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

**13.03** The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

**13.04** City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement**.** Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

## 14. REJECTED WORK

**14.01** All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

**14.02** If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

**(a)** The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

**(b)** If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

**14.03** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

## 15. SUBCONTRACTING & SUBCONTRACTORS

**15.01** The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

**15.02** Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

## 16. PAYMENT

**16.01** The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

**16.02 Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials

not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

**16.03 Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☑ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than $400,000.00, and five percent (5%), where the full contract amount is $400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

**16.05** If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

**16.06** Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

**16.07** The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

**16.08** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**16.09** Unless otherwise provided in the Contract Documents:

**(a)** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**(b)** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

**(c)** Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

**16.10 Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

**16.11 Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

**(a)** Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

**(b)** Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

**(c)** Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

**(d)** Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

**(e)** Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

**(f)** Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

**(g)** Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

**(h)** City's determination of an amount of liquidated damages.

**(i)** Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

**(j)** Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

**(k)** Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

**16.12 Virtual Payment Method.** For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

## 17. EXTRA WORK CHARGES

**17.01** No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

**17.02 City Manager Approval.** When the original contract amount plus all change orders is **One Hundred Thousand Dollars ($100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars ($100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars ($100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☑ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of $1 million or more may not be increased by more than ***twenty-five percent (25%)***. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than $1 million increases the Contract Amount to $1 million or more, subsequent change orders may not increase the revised Contract Amount by more than ***twenty-five percent (25%)***. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be

included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

**17.04** The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

**(a)** It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

**(b)** **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

**(c)** Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

**(d)** It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

**Method A** - By agreed unit prices, or
**Method B** - By agreed lump sum, or
**Method C** - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

**(e)** **Method A - Unit Prices**. The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

**(1)** The cost of materials shall be determined by the invoices;

**(2)** The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

**(f)** **Method B - Lump Sum**. The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

**(g) Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

**(1)** No indirect or consequential damages will be allowed.

**(2)** All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

**(3)** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

**(4)** The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

## 18. TIME OF COMPLETION

**18.01** The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

**18.02** The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

**18.03** The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

**18.04** The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

## 19. SUBSTANTIAL COMPLETION

**19.01** The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

**(a)** If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

**(b)** If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

**19.02** The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

## 20. FINAL COMPLETION

**20.01** Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

**20.02** The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

**20.03** Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

## 21. DELAYS

**21.01** The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

**21.02** The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

**21.03** No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

**21.04** In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

## 22. EXTENSIONS OF TIME

**22.01** The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

**(a)** An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

**(b)** By changes ordered in the Work, or reductions thereto approved in writing;

**(c)** By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or

**(d)** By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

**22.02** If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

## 23. LIQUIDATED DAMAGES

**23.01** The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages

that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

**23.02** As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Five Hundred and NO **/100 DOLLARS ($** 500.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

## 24. CHARGES FOR INJURY OR REPAIR

**24.01** The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

**24.02** The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

**24.03** The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

## 25. WARRANTY

**25.01** Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (l) year as follows:

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .**

**25.02** All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

**25.03** This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

**25.04** Where more than a one (l) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

**25.05** This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

**25.06 Defective Work Discovered During Warranty Period.** If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (l) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (l) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

**25.07** The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

**25.08** If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

**25.09** The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

**25.10** The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (l) year after the installation or completion. The one (l) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

## 26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

**26.01 Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

**26.02 Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars** (**$60.00**) for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

**26.03** The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

**26.04** No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit

shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

**26.05 Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

**26.06 Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

## 27. INSURANCE

**27.01** The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

**27.02 Types.** Contractor shall have the following types of insurance:

- **(a)** Commercial General Liability.
- **(b)** Business Automobile Liability.
- **(c)** Excess Liability – required for contract amounts exceeding $1,000,000.
- **(d)** Builder’s Risk – provides coverage for contractor’s labor and materials for a project during construction that involves a structure such as a building or garage, builder’s risk policy shall be written on “all risks” form.
- **(e)** Workers' Compensation/ Employer’s Liability.

**27.03 General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:

- **(a)** Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- **(b)** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- **(c)** "Claims Made" policies are not accepted.
- **(d)** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.

**(e)** The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

**27.04 Commercial General Liability.** The following Commercial General Liability requirements shall apply:

**(a)** General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

**(b)** Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

**(c)** Coverage shall be at least as broad as ISO form GC 00 01.

**(d)** No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.

**(e)** The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

**27.05 Business Automobile Liability.** The following Business Automobile Liability requirements shall apply:

**(a)** Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

**(b)** Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

**(c)** The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

**(d)** The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

**(e)** Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

**27.06 Excess Liability.** The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of $5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

**27.07 Additional Insured.**

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

**27.08 Builder's Risk**

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

> *Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners*

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed $100,000.00 without the written approval of the City.

**27.09 Workers' Compensation/Employer's Liability Insurance.** The following Workers' Compensation Insurance requirements shall apply.

**(a)** Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

**(b)** Workers' Compensation/ Employer's Liability insurance shall include the following terms:

**1.** Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each

employee are required.

**2.** "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

**3.** Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**(c)** Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

*Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the Work on the project until the Contractor's/person's Work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

*B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*

*C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*

*D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been*

*extended.*

*E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*

*(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*

*(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

*F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

*G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*

*H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

*I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

*(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*

*(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*

*(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(4) obtain from each other person with whom it contracts, and provide to the Contractor:*

*(a) A certificate of coverage, prior to the other person beginning work on the project; and*

*(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate*

*of coverage ends during the duration of the project;*

*(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

*(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

*(7) Contractually require each person with whom it contracts to perform as required by Sections (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

**27.09 Certificates of Insurance.** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

**(a)** The company is authorized to do business in the State of Texas.

**(b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

**(c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## 28. BOND PROVISIONS

**28.01** Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

**(a)** The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

**(b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

**(c)** The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B.**

**(d)** The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

**(e)** If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

**28.02** The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

## 29. SURETY

**29.01** If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

**(a)** The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

**(b)** The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety

shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

**29.02** Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

**29.03** In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

## 30. COMPLIANCE WITH LAW

**30.01** The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

**30.02** The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

**30.03** The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

## 31. SAFETY PRECAUTIONS

**31.01** All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

**31.02** The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

**31.03** The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential

hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

**31.04** Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

**31.05** In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

**31.06** City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

**31.07** It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

## 32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

**32.01** The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

**32.02** The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

**32.03** Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

**32.04** The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

**32.05** If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

## 33. INDEMNITY

**33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.**

**33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:**

**(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**

**(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**

**(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**

**(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**

**(e) The removal of all debris related to the Work.**

**(f) The acts and omissions of the subcontractors it hired.**

**(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

**33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.**

**33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.**

**33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.**

**33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 34. RELEASE

**34.01 The Contractor assumes full responsibility for the Work to be 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 employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 35. PERMITS AND LICENSES

**35.01** The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

## 36. ROYALTIES AND LICENSING FEES

**36.01** THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

## 37. BREACH OF CONTRACT & DAMAGES

**37.01** The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

**37.02** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

**(a)** If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

**(b)** If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

**(c)** If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 38. TERMINATION FOR CAUSE

**38.01** At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

**(a)** If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

**(b)** If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

**(c)** If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

**(d)** If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

**(e)** If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

**(f)** If the Contractor abandons the Work.

**(g)** If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 39. TERMINATION FOR CONVENIENCE

**39.01** The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

**39.02** In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

## 40. RIGHT TO COMPLETE

**40.01** If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

## 41. CLOSE OUT

**41.01** After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

**(a)** Stop the work on the date and to the extent specified in the notice of termination;

**(b)** Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

**(c)** Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

**(d)** Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

**(e)** With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

**(f)** Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

## 42. TERMINATION CONVERSION

**42.01** Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

## 43. HIRING

**43.01** During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

## 44. ASSIGNMENT

**44.01** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

## 45. EFFECTIVE DATE

**45.01** This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

## 46. OTHER TERMS

**46.01 Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace

the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

**46.02 Prioritization.** Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

**46.03 Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

**46.04 Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

**46.05 Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**46.06 Mediation.** After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

**46.07 Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

**46.08 Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**46.09 Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

**46.10 Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

**46.11 Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**46.12 Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

**46.13 Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

**46.14 Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.**

**46.16 Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

**(a)** Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;

**(b)** Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

**(c)** Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

**46.17 Fraud Reporting.** To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

**List of Exhibits**

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

**JACO ROOFING & CONSTRUCTION, INC.**

By: Wayne Parker

Printed Name: Wayne Parker

Title: Sales Manager

Date: 6/4/2026

**CITY OF COLLEGE STATION**

By: _____
City Manager
Date: _____

APPROVED:

Derra Purnell
City Attorney
Date: 6/10/2026

Assistant City Manager/CFO
Date: 6/10/2026

**EXHIBIT A**
**DAVIS BACON WAGE RATES**

"General Decision Number: TX20260234 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of
Brazos

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |
| 1 | 05/18/2026 |

BOIL0074-003 01/01/2025

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 33.17 | 24.92 |

ELEV0031-003 01/01/2025

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC: FOOTNOTES: A. 6% UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8% OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; FRIDAY AFTER THANKSGIVING DAY; CHRISTMAS DAY; AND VETERANS DAY | $ 53.59 | 38.44 |

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR ((3) HYDRAULIC CRANES 59 TONS AND UNDER) | $ 32.35 | 13.10 |
| POWER EQUIPMENT OPERATOR ((1) TOWER CRANE) | $ 32.85 | 13.10 |

IRON0084-011 06/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER: ORNAMENTAL | $ 28.26 | 8.13 |

PLUM0068-002 10/01/2024

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 39.98 | 11.61 |

PLUM0211-002 10/01/2025

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER (HVAC PIPE INSTALLATION ONLY) | $ 42.09 | 12.96 |

PLUM0286-011 09/01/2025

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION) | $ 37.15 | 16.92 |

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SHEE0054-002 04/01/2020

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY) | $ 29.70 | 13.85 |

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SUTX2014-009 07/21/2014

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER: WATER TRUCK | $ 12.00 | 4.11 |
| TRUCK DRIVER: SEMI-TRAILER TRUCK | $ 12.50 | 0.00 |
| TRUCK DRIVER: FLATBED TRUCK | $ 19.65 | 8.57 |
| TRUCK DRIVER: DUMP TRUCK | $ 11.97 | 1.23 |
| TILE SETTER | $ 14.74 | 0.00 |
| TILE FINISHER | $ 11.22 | 0.00 |
| SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION | $ 14.62 | 0.00 |
| ROOFER | $ 13.75 | 0.00 |
| PAINTER: BRUSH, ROLLER, AND SPRAY | $ 13.14 | 0.00 |
| OPERATOR: ROLLER | $ 13.11 | 0.00 |
| OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE) | $ 16.03 | 0.00 |
| OPERATOR: MECHANIC | $ 17.52 | 3.33 |
| OPERATOR: LOADER | $ 14.01 | 0.44 |
| OPERATOR: GRADER/BLADE | $ 14.34 | 1.68 |
| OPERATOR: FORKLIFT | $ 15.00 | 0.00 |
| OPERATOR: DRILL | $ 16.22 | 0.34 |
| OPERATOR: BULLDOZER | $ 18.29 | 1.31 |
| OPERATOR: BOBCAT/SKID STEER/SKID LOADER | $ 13.93 | 0.00 |
| OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE | $ 14.33 | 0.00 |
| LABORER: ROOF TEAROFF | $ 11.28 | 0.00 |
| LABORER: PIPELAYER | $ 12.49 | 2.13 |
| LABORER: MASON TENDER - CEMENT/CONCRETE | $ 9.93 | 0.00 |
| LABORER: MASON TENDER - BRICK | $ 10.96 | 0.00 |
| LABORER: COMMON OR GENERAL | $ 11.57 | 0.00 |
| IRONWORKER, STRUCTURAL | $ 20.74 | 5.25 |
| IRONWORKER, REINFORCING | $ 13.35 | 0.00 |
| INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION) | $ 19.77 | 7.13 |
| FORM WORKER | $ 11.83 | 0.00 |
| ELECTRICIAN | $ 22.96 | 4.83 |
| CEMENT MASON/CONCRETE FINISHER | $ 14.68 | 0.00 |
| CARPENTER, EXCLUDES FORM WORK | $ 14.56 | 0.00 |
| BRICKLAYER | $ 20.00 | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

================================================================

END OF GENERAL DECISION

"

**1.** Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

**2.** Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

**3.** The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

**4.** The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

**5.** Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

**EXHIBIT B**
**PERFORMANCE AND PAYMENT BONDS**

## PERFORMANCE BOND

**Bond No.** 4412184

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**THE COUNTY OF BRAZOS** §

**THAT WE,** Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto FCCI Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Twenty Eight Thousand Four Hundred Dollars and 00 /100 Dollars ($ 128.400.00 ) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** the Contractor has on or about this day executed a Contract in writing with the City of College Station for Roof Replacements at Fire Station No. 1, Bachmann Community Center, and Wolf Pen Creek Green Room, all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE,** if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**Bond No.** 4412184

**FOR THE CONTRACTOR:**

**ATTEST & SEAL:** (if a corporation) **(SEAL)**
**WITNESS:** (if not a corporation)

**Jaco Roofing & Construction, Inc.**

**By:** JoLynn Ellis
**Name:** JoLynn Ellis
**Title:** Secr - Treas
**Date:** July 9, 2026

**By:**
**Name:** Glen Christsen
**Title:** President
**Date:** July 9, 2026

---

**FOR THE SURETY:**
**ATTEST/WITNESS** **(SEAL)**

**By:** Kourtney Reece
**Name:** Kourtney Reece
**Title:** Associate Account Executive
**Date:** July 9, 2026

FCCI Insurance Company
**(Full Name of Surety)**

6300 University Parkway

Sarasota, Florida 34240
**(Address of Surety for Notice)**

**By:**
**Name:** Beverly A. Ireland
**Title:** Attorney-in-Fact
**Date:** July 9, 2026

---

**FOR THE CITY:**

**REVIEWED:**

Derra Purnell 6/10/2026
**City Attorney**

**THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:**

**City Manager**

***NOTE: Date of bonds must be on or after the date of execution by City.***

Contract No. 26300605
Construction Agreement Over $50,000
Form 04-20-2023

## TEXAS STATUTORY PAYMENT BOND

**Bond No.** 4412184

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**THE COUNTY OF BRAZOS** §

**THAT WE,** Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto FCCI Insurance Company, a corporation organized and existing under the laws of the State of Florida, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Twenty Eight Thousand Four Hundred Dollars and 00/100 Dollars ($ 128,400.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain contract with the City of College Station, dated the 9 day of July, 20 26, for Roof Replacements at Fire Station No. 1, Bachmann Community Center, and Wolf Pen Creek Green Room, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF,** the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

**Bond No.** 4412184

**FOR THE CONTRACTOR:**

**ATTEST & SEAL:** (if a corporation) **(SEAL)**
**WITNESS:** (if not a corporation)

**Jaco Roofing & Construction, Inc.**

**By:** JoLynn Ellis

**Name:** JoLynn Ellis

**Title:** Secr - Treas

**Date:** July 9, 2026

**By:** Glen Christensen

**Name:** Glen Christensen

**Title:** President

**Date:** July 9, 2026

---

**FOR THE SURETY:**
**ATTEST/WITNESS** **(SEAL)**

**By:** Kourtney Reece

**Name:** Kourtney Reece

**Title:** Associate Account Executive

**Date:** July 9, 2026

FCCI Insurance Company
**(Full Name of Surety)**

6300 University Parkway

Sarasota, Florida 34240
**(Address of Surety for Notice)**

**By:** Beverly A. Ireland

**Name:** Beverly A. Ireland

**Title:** Attorney-in-Fact

**Date:** July 9, 2026

---

**FOR THE CITY:**

**REVIEWED:**

Derra Purnell 6/10/2026
**City Attorney**

**THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:**

**City Manager**

***NOTE: Date of bonds must be on or after the date of execution by City.***

Contract No. 26300605
Construction Agreement Over $50,000
Form 04-20-2023

FCCI INSURANCE GROUP

# GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Beverly A Ireland; David R Groppell; Francine Hay; Gloria M Villa; Kurt A Risk;
Roxanne G Brune; Sharen Groppell; Kourtney Reece; Michele L. Bondurant; Brett Lomax

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of July, 2026

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 1/2025

# IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND**

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.


Copyright 2015 FCCI Insurance Group.

**EXHIBIT C**
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2026

**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 & McLennan Agency LLC
2500 City West Blvd. Suite 2400
Houston TX 77042

**CONTACT NAME:** Janie Chapa
**PHONE (A/C, No, Ext):** 713-780-6128 **FAX (A/C, No):**
**E-MAIL ADDRESS:** janie.chapa@marshmma.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Texas Mutual Insurance Company | 22945 |
| INSURER B : State Automobile Mutual Insurance Co | 25135 |
| INSURER C : RSUI Indemnity Company | 22314 |
| INSURER D : Starstone Specialty Insurance Company | 44776 |
| INSURER E : Admiral Insurance Company | 24856 |
| INSURER F : Evanston Insurance Company | 35378 |

**INSURED** JACOROOFI
Jaco Roofing & Construction, Inc
P.O. Box 937
Clute TX 77531

**COVERAGES** **CERTIFICATE NUMBER:** 423002978 **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 | |
|---|---|---|---|---|---|---|---|---|
| E | X **COMMERCIAL GENERAL LIABILITY** | | | CA00004079306 | 2/8/2026 | 2/8/2027 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | X 5,000 | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | **AUTOMOBILE LIABILITY** | | | 10116264CA | 2/8/2026 | 2/8/2027 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X 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) | $ |
| | | | | | | | | $ |
| C D | X **UMBRELLA LIAB** X OCCUR | | | NHA61198 | 2/8/2026 | 2/8/2027 | EACH OCCURRENCE | $ 10,000,000 |
| | X **EXCESS LIAB** [ ] CLAIMS-MADE | | | CSX90866602P03 | 2/8/2026 | 2/8/2027 | AGGREGATE | $ 10,000,000 |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | 0001208936 | 2/8/2026 | 2/8/2027 | X PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| F | Pollution Liability | | | MMAENV004738 | 2/8/2025 | 2/8/2027 | Each Poll Condition Aggregate | 1,000,000 2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
The General Liability, Automobile Liability and Excess Liability policies include a Blanket Additional Insured endorsement (ongoing & completed operations) that provides additional insured status only where such status is required by a written contract. The General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The General Liability and Auto Liability policies contain a special endorsement with "Primary and Noncontributory" wording when there is an executed written contract that requires such status. The Excess Liability policy is follow form.

RE: Roof Replacements at Fire Station No. 1, Bachmann Community Center, and Wolf Pen Creek Green Room
See Attached...

**CERTIFICATE HOLDER**

City of College Station
Attn. Risk Management
P. O. Box 9960
College Station TX 77842

**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**
Brett Herrington

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AGENCY CUSTOMER ID: JACOROOFI

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>Marsh & McLennan Agency LLC | NAMED INSURED<br>Jaco Roofing & Construction, Inc<br>P.O. Box 937<br>Clute TX 77531 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional insured: City of College Station- applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name of Person or Organization:** |
|---|
| **As required by written contract** |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Name of Person or Organization:** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. |
| **Location And Description of Completed Operations:** Project locations in which this endorsement is required by contract. |
| **Additional Premium:** Included |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section** II - **Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage. | Jobsites and Operations as described in written contracts with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage. | Jobsites as described in written contracts with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Designation Of Premises (Part Leased To You):**<br>All Premises leased to you. |
| **Name Of Person(s) Or Organization(s) (Additional Insured):**<br>Any Person or organization where required by written contract. |
| **Additional Premium:** $ Included |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CONTRACTORS ENHANCED COVERAGE

## (Commercial General Liability Coverage Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**I. AMENDED EXCLUSIONS**

**NON-OWNED WATERCRAFT COVERAGE - Up to 55 feet**

**SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, sub-paragraph **(2)** of Exclusion **g. Aircraft, Auto or Watercraft**, is amended as follows:

**(2)** A watercraft you do not own that is:

**(a)** Less than 55 feet long; and

**(b)** Not being used to carry persons or property for a charge;

**MEDICAL PAYMENTS –**

**PRODUCTS-COMPLETED OPERATIONS HAZARD**

**SECTION I – COVERAGES –** COVERAGE C – MEDICAL PAYMENTS Exclusion **f.** Products-Completed Operations Hazard is deleted in its entirety.

**CONTROLLED (WRAP-UP) INSURANCE PROGRAM EXCLUSION**

**(LIMITED EXCEPTION FOR OPERATIONS AWAY FROM PROJECT LOCATION)**

**A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage":

**1.** Arising out of your ongoing operations; or

**2.** Included in the "products-completed operations hazard";

at any location for which a controlled (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project for which you are enrolled.

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

**a.** Provides coverage identical to that provided by this Coverage Form;

**b.** Has limits adequate to cover all claims; or

**c.** Remains in effect.

**B.** The following definition is added to the **Definitions** section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

However, if the controlled (wrap-up) insurance program does not provide coverage for your operations that are performed away from the location of the construction project, this exclusion will not apply.


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## II. AMENDED COVERAGES

### KNOWLEDGE OF OCCURRENCE

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph **2**. Duties In The Event Of Occurrence, Offense, Claim or Suit:

Notice of an "occurrence" which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" has been reported to you, one of your "executive officers", or any "employee" authorized by you to give or receive notice of an "occurrence".

### UNINTENTIONAL ERRORS AND OMISSIONS

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph **6**. Representations:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

## III. ADDED COVERAGES

### PERSONAL PROPERTY OF OTHERS IN YOUR CARE, CUSTODY OR CONTROL – LIMITED COVERAGE

### SCHEDULE

**Sub-Limits of Insurance:**

$10,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

$10,000 Aggregate (Included in the General Aggregate Limit shown in the Declarations)

The Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

It is agreed COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION I – COVERAGE A Exclusion **j. (4)** is deleted, but only with respect to personal property of others in the care, custody or control of the Named Insured, subject to the following exclusions, conditions and limitations.

**1. Exclusions**

This insurance does not apply to:

**a.** "Property damage" arising out of operations performed on behalf of the Named Insured by others;

**b.** "Property damage" arising out of an "occurrence" at premises owned, rented, leased, operated, occupied or used by you;

**c.** "Property damage" to property while in transit;

**d.** "Property damage" arising out of any error, omission or deficiency in the design, specifications, workmanship or materials of the personal property in the Named Insured's care, custody or control;

**e.** "Property damage" arising out of delay, loss of market, loss of use, loss of profits, or any similar indirect or consequential loss of any kind;

**f.** "Property damage" included within the "products-completed operations hazard"; or

**g.** Damages exceeding the actual cash value of the personal property in the care, custody or control of the Named Insured at the time of the "occurrence."

**2. Conditions**

Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments or settlements or Supplementary Payments under the insurance provided by this endorsement.


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**3. Limits of Insurance**

**a.** The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:

**(1)** The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";

**(2)** The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";

**(3)** Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and

**(4)** All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

**4. Other Insurance**

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

**(Insurance Services Office Endorsement CG 20 01 04 13)**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**(Insurance Services Office Endorsement CG 24 04 05 09)**

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| Any person or organization, but only if the following conditions are met:<br>(1) You have expressly agreed to the waiver in a written contract; and<br>(2) The injury or damage first occurs subsequent to the execution of the written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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## CONTRACTUAL LIABILITY – RAILROADS

**(Insurance Services Office Endorsement CG 24 17 10 01)**

**SCHEDULE**

| **Scheduled Railroad:** | **Designated Job Site:** |
|---|---|
| Any railroad, but only if the following conditions are met:<br>a. You have expressly agreed to indemnify the railroad in a written contract entered into by you; and<br>b. The injury or damage occurs subsequent to the execution of the written contract. | Any job site covered by this insurance where you are performing operations for or affecting a Scheduled Railroad. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9.** "Insured Contract" means:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**b.** A sidetrack agreement;

**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**e.** An elevator maintenance agreement;

**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

**(1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

**(a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

**(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.


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## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT (WITH TOTAL AGGREGATE LIMIT FOR COVERAGES A, B AND C)

**SCHEDULE**

| **Designated Construction Projects:** |
| --- |
| All construction projects covered by this insurance. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

   However, the most we will pay under the Designated Construction Project General Aggregate Limit for all Designated Construction Projects combined is $5,000,000 .

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.


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## IV. ADDITIONAL INSUREDS

### ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

**(Insurance Services Office Endorsement CG 20 34 04 13)**

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added **to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement you have entered into with the additional insured; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

**(Insurance Services Office Endorsement CG 20 11 04 13)**

**SCHEDULE**

| |
|---|
| **Designation Of Premises (Part Leased To You):**<br>All premises leased to you and covered by this insurance. |
| **Name Of Person(s) Or Organization(s) (Additional Insured):**<br>Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

**1.** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**2.** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and


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2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER**

**(Insurance Services Office Endorsement CG 20 18 04 13)**

**SCHEDULE**

| Name Of Person(s) Or Organization(s) | Designation Of Premises |
|---|---|
| Any person or organization that is a mortgagee, assignee or receiver for a premises shown in this Schedule, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement. | All premises covered by this insurance. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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## ADDITIONAL INSURED – TRADE SHOW SPONSOR –
## AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a sponsor of a trade show where you are operating a booth or displaying your product, but only:

**1.** For injury or damage occurring at the trade show; and

**2.** When you and such person or organization have agreed in writing in a contract or agreement executed prior to the beginning of the trade show that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

while attending the trade show sponsored by this additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your attendance at the trade show ends.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" and included in the "products-completed operations hazard".

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS
### (INSURANCE SERVICES OFFICE ENDORSEMENT CG 20 12 04 13)
### SCHEDULE

| **State Or Governmental Agency Or Subdivision Or Political Subdivision:** |
|---|
| Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization for operations performed by you or on your behalf. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

**1.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

**a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** This insurance does not apply to:


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**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

CONTENTS:

A. ADDITIONAL INSURED – AUTOMATIC STATUS
B. BROADENED INSURED
C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
E. RESULTANT MENTAL ANGUISH
F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
G. EMPLOYEES AS INSUREDS
H. EMPLOYEE HIRED AUTOS
I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
K. INCREASED LOSS OF USE EXPENSE
L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
M. GLASS REPAIR DEDUCTIBLE WAIVER
N. COLLISION DEDUCTIBLE WAIVER
O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
P. TOWING
Q. AUTO LOAN/LEASE GAP COVERAGE
R. PERSONAL EFFECTS COVERAGE
S. LOCKSMITH SERVICES
T. TAPES, RECORDS AND DISCS COVERAGE
U. HIRED AUTO PHYSICAL DAMAGE
V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**A. ADDITIONAL INSURED – AUTOMATIC STATUS**

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

**c.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

**B. BROADENED INSURED**

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

**d.** Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

**e.** Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

**C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION**

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

**D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**E. RESULTANT MENTAL ANGUISH**

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

**G. EMPLOYEES AS INSUREDS**

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**H. EMPLOYEES HIRED AUTOS**

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**I. INCREASED BAIL BONDS AND LOSS OF EARNINGS**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the $2,000 limit for cost of bail bonds with $5,000 in paragraph (2); and
2. Replace the $250 a day limit for reasonable expenses including actual loss of earnings with $500 a day in paragraph (4).

**J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

**K. INCREASED LOSS OF USE EXPENSES**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

**L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE**

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

**M. GLASS REPAIR DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**N. COLLISION DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

**O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT**

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the $1,000 with $2,500.

**P. TOWING**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

**2. Towing**

We will pay up to $75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

**Q. AUTO LOAN/LEASE GAP COVERAGE**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled “auto”;

3. The dollar amount of any unrepaired damage which occurred prior to the total “loss” of the scheduled “auto”;
4. All refunds paid or payable to you as a result of the early termination of the lease of loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled “auto”;
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled “auto” at the time of total “loss”.

**R. PERSONAL EFFECTS COVERAGE**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

**c. Personal Effects**

We will pay up to $500 for “loss” to personal effects which are:

(1) owned by an “insured”; and

(2) in or on a covered “auto”.

This coverage applies only in the event of a total theft of a covered “auto”. No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

**S. LOCKSMITH SERVICES**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

**d. Locksmith Services**

We will pay up to $100 for necessary locksmith services incurred because keys to a covered “auto” have been lost, stolen or damaged. No deductible applies to this coverage.

**T. TAPES, RECORDS AND DISCS COVERAGE**

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

**e. Tapes, Records And Discs Coverage**

Under Comprehensive Coverage we will pay for “loss” to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member or employee

(2) Are in a covered “auto” at the time of “loss”.

The most we will pay for “loss” is $200.

**U. HIRED AUTO PHYSICAL DAMAGE**

If hired “autos” are covered “autos” for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a $100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a $1,000 deductible will apply for the "loss".

**V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE**

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

**W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

**1.** Such "insured" is a Named Insured under such other insurance; and

**2.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

**1.** Such "insured" is a Named Insured under such other insurance; and

**2.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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# TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

## Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on standard time, forms a part of:

Policy no. 0001208936 of Texas Mutual Insurance Company effective on 02/08/2026

Issued to: Jaco Roofing & Construction, Inc

Jeanette Ward

This is not a bill

**Authorized representative**

NCCI Carrier Code: 29939

**EXHIBIT D**
**PLANS AND SPECIFICATIONS**

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

See attached quotes below.....

## Proposal - Based on Contract #24060401 with TIPS

May 20, 2026

City of College Station
300 Krenek Tap Road
College Station, TX 77842

**RE: NEW SHINGLE ROOF REPLACEMENT AT THE CITY OF COLLEGE STATION "FIRE STATION #1" LOCATED AT 304 HOLLEMAN DRIVE IN COLLEGE STATION TX.**

**PROPOSAL INCLUDES THE MAIN ROOF, AND BOTH SINGLE-SLOPED SIDE ROOF AREAS.**

Attn: Thomas Shumate

**We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to complete the following scope of work:**

1. Remove existing shingles, underlayment and all roof flashing components; dispose of properly.
2. Repair wood decking if necessary (proposal includes up to 2 ea. new sheets of plywood decking replacement).
3. Install new synthetic underlayment.
4. Install Lifetime "TAMKO Heritage" dimensional shingle; hand nailed.
5. Install new drip-edge at perimeter.
6. Install new plumbing boots; paint to match.
7. Install new ridge vents.
8. Cleanup and magnet sweep of property.
9. Includes a 5-year workmanship warranty.
10. Accessories to make system complete per manufacturer's specifications.

**Qualifications/Clarifications:**

1. If additional decking replacement is necessary, replacement cost will be at $150 per sheet (up to 2 sheets included in proposal).
2. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
3. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur in the existing roof while installing the new roof, due to the condition of the existing roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
4. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
5. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Roofing and Construction, Inc.**

6. **This pricing proposal was developed using Jaco's contract number 24060401 with the Interlocal Purchasing Systems (TIPS). If this proposal is accepted, the Jaco TIPS price schedule, terms and conditions will be applied. *A purchase order, Notice to Proceed or AIA document will need to be sent to TIPS Purchasing @ tipspo@tips-usa.com.***
7. City permit is included (City to waive permit fee).
8. Bond is included.
9. State and local taxes are not included.
10. Quotation based on Jaco's Standard Insurance Limits.
11. Payment terms: 50% of proposal pricing due upon reroof commencement, with balance due upon completion. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.
12. Price subject to change if not accepted within 20 days of quote date due to fluctuation of material market.
13. Buyer can cancel this contract within 3 days without penalty.

**TOTAL PROPOSAL $ 62,930.00**

**ADD OPTION FOR SHINGLE UPGRADE TO "TAMKO TITAN XT" HIGH IMPACT SHINGLE**

**Add - $ 3,150.00**

Respectfully Submitted,

**JACO ROOFING & CONSTRUCTION, INC.**

Wayne Parker
Sales Manager

**Agreed and Accepted:**

**By:** _____
(Authorized Signing Officer)

_____
(Printed Name)

_____
(Title)

_____
(Date)



## Proposal - Based on Contract #24060401 with TIPS

April 8, 2025

City of College Station
300 Krenek Tap Road
College Station, TX 77842

**RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM OVER EXISTING ROOF @ WOLF PEN CREEK "THE GREEN ROOM" IN COLLEGE STATION TX.**

**PROPOSAL INCLUDES REROOF OF THE FLAT ROOF AREAS (Excludes the metal roof area).**

Attn: Thomas Shumate

**We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 20-year NDL Duro-Last warranted roof system on the above referenced project. This proposal is based on utilizing the following material and qualifications:**

1. Duro-Last 50 mil. white PVC reinforced membrane on the flat roof area and walls.
2. Duro-Last termination bar on the interior of the parapet walls.
3. Underlayment: Duro-Guard ½" XPS recover insulation.
4. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

**Qualifications/Clarifications:**

1. Walkpads are included at service side of rooftop HVAC units.
2. Proposal based on overlaying of existing roof, per Duro-Last specifications.
3. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
4. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
5. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
6. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Roofing and Construction, Inc.**

**1725 S. Velasco – Angleton, TX 77515**
**(979)265-6101**
**Fax (979) 265-6448**

*"Duro-Last Platinum Contractor"*
1-800-265-JACO
www.jacoroofing.com
info@jacoroofing.com

**Mailing Address:**
**P. O. Box 937**
**Clute, TX 77531**

7. **This pricing proposal was developed using Jaco's contract number 24060401 with the Interlocal Purchasing Systems (TIPS). If this proposal is accepted, the Jaco TIPS price schedule, terms and conditions will be applied. *A purchase order, Notice to Proceed or AIA document will need to be sent to TIPS Purchasing @ tipspo@tips-usa.com.***
8. City permit is included; City to waive permit fee.
9. State and local taxes are not included.
10. Bond is included.
11. Quotation based on Jaco's Standard Insurance Limits.
12. Payment terms: Balance due upon completion. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.
13. Price subject to change if not accepted within 20 days of quote date due to fluctuation of material market.
14. Buyer can cancel this contract within 3 days without penalty.

**TOTAL PROPOSAL $ 26,255.00**

Respectfully Submitted,

**JACO ROOFING & CONSTRUCTION, INC.**

Wayne Parker
Sales Manager

**Agreed and Accepted:**

**By:** _____
(Authorized Signing Officer)

_____
(Printed Name)

_____
(Title)

_____
(Date)

THE INTERLOCAL PURCHASING SYSTEM

## Proposal - Based on Contract #24060401 with TIPS

May 20, 2026

City of College Station
300 Krenek Tap Road
College Station, TX 77842

**RE: NEW SHINGLE ROOF REPLACEMENT AT THE CITY OF COLLEGE STATION "BACHMANN PARK COMMUNITY CENTER" LOCATED AT 1600 ROCK PRAIRIE ROAD IN COLLEGE STATION TX.**

Attn: Thomas Shumate

**We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to complete the following scope of work:**

1. Remove existing shingles, underlayment and all roof flashing components; dispose of properly.
2. Repair wood decking if necessary (proposal includes up to 2 ea. new sheets of plywood decking replacement).
3. Install new synthetic underlayment.
4. Install ice & water shield in the valleys.
5. Install Lifetime "TAMKO Heritage" dimensional shingle; hand nailed.
6. Install new drip-edge at perimeter.
7. Install new plumbing boots; paint to match.
8. Install new ridge vents.
9. Cleanup and magnet sweep of property.
10. Includes a 5-year workmanship warranty.
11. Accessories to make system complete per manufacturer's specifications.

**Qualifications/Clarifications:**

1. If additional decking replacement is necessary, replacement cost will be at $150 per sheet (up to 2 sheets included in proposal).
2. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
3. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur in the existing roof while installing the new roof, due to the condition of the existing roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
4. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
5. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Roofing and Construction, Inc.**

6. **This pricing proposal was developed using Jaco's contract number 24060401 with the Interlocal Purchasing Systems (TIPS). If this proposal is accepted, the Jaco TIPS price schedule, terms and conditions will be applied. *A purchase order, Notice to Proceed or AIA document will need to be sent to TIPS Purchasing @ tipspo@tips-usa.com.***
7. City permit is included (City to waive permit fee).
8. Bond is included.
9. State and local taxes are not included.
10. Quotation based on Jaco's Standard Insurance Limits.
11. Payment terms: 50% of proposal pricing due upon reroof commencement, with balance due upon completion. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.
12. Price subject to change if not accepted within 20 days of quote date due to fluctuation of material market.
13. Buyer can cancel this contract within 3 days without penalty.

**TOTAL PROPOSAL $ 33,850.00**

**ADD OPTION FOR SHINGLE UPGRADE TO "TAMKO TITAN XT" HIGH IMPACT SHINGLE**

**Add - $ 2,215.00**

Respectfully Submitted,

**JACO ROOFING & CONSTRUCTION, INC.**

Wayne Parker
Sales Manager

**Agreed and Accepted:**

**By:** _____
(Authorized Signing Officer)

_____
(Printed Name)

_____
(Title)

_____
(Date)



**EXHIBIT E**
**CONSTRUCTION SCHEDULE**

Fire Station #1:
Week of 7/13; obtain shingle color selection and order materials.
Start the week of July 27th
Completion time is estimated at 5 days.

Wolf Pen Creek Green Room:
Week of 7/13 order materials (2-week lead time)
Start the week of 7/27
Completion time is estimated at 5 days.

Bachmann Park:
Week of 7/13; obtain shingle color choice and order materials.
Start the week of 8/3.
Project should be complete in 3 days.

Provided, however, construction shall commence no later than August 3, 2026 and shall be completed no later than August 30, 2026.


Fire Station 1
Roof Replacement
College Station
TX-6 Bus
FM 2818
HOLLEMAN
RICHARDS
STERLING
Project Location
Streets
0 50 100 200 300
Feet
N
City of College Station
Home of Texas A&M University®


Bachmann Park
Community Center
Roof Replacement
TX 6 Bus
FM 2818
FM 2154
WILDRYE
DALLIS
BAHIA
ROCK PRAIRIE
PRIVATE
Project Location
Streets
0 60 120 240 360
Feet
N
City of College Station
Home of Texas A&M University®


Wolf Pen Creek Green Room
Roof Replacement
College Station
TX-6 Bus
FM 2818
HOLLEMAN
COLGATE
CENTRAL PARK
Project Location
Streets
N
0 87.5 175 350 525
Feet
City of College Station
Home of Texas A&M University®

**July 9, 2026**
**Item No. 7.4.**
**Athletes Unlimited Softball League Championship Series Sponsorship**

**Sponsor:** Jeremiah Cook, Assistant Director - Tourism

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action on a sponsorship agreement with Athletes Unlimited Softball League for the AUSL Championship Series on July 23-27, 2026 for an amount not to exceed $160,743.

**Relationship to Strategic Goals:**
Diverse and Growing Economy

**Recommendation(s):** Staff recommends approval. The Tourism Committee heard this item on June 3, 2026, and recommended unanimous (7-0) approval.

**Summary:** This Sponsorship Agreement is between the City of College Station and Athletes Unlimited Softball. Under the agreement, the City sponsors the 2026 AUSL Championship Series, scheduled for July 23–27, 2026, at Texas A&M University's Davis Diamond in College Station, with the goal of supporting tourism and the local hotel industry. AUSL is responsible for paying the costs of staging the event, submitting documentation of those expenses to the City within 30 days after the event ends, and providing the City with a sponsorship recognition package (including event signage, media features, broadcast spots, and VIP tickets), while the City provides the agreed sponsorship payments.

**Budget & Financial Summary:** The total combined sponsorship is capped at $160,743.00 from the Hotel Occupancy Tax Fund and consists of two parts. The first is an Initial Cash Sponsorship of $35,000.00. The second is an Additional Cash Sponsorship of up to $125,743.00, which the City pays only if it receives reimbursement from the Texas Office of the Governor under the State of Texas Event Trust Fund; this amount equals the reimbursement the City receives (up to $145,862.00) minus the City's $20,119.00 local match payment, is not owed if no Event Trust Fund money is received, and would be paid by December 31, 2026.

**Attachments:**
1. AUSL Partially Executed Agreement
2. Economic Impact Study
3. ETF Application

**CITY OF COLLEGE STATION**
**SPONSORSHIP AGREEMENT**

This Sponsorship Agreement ("Agreement") is executed by and between The City of College Station ("City"), A Texas home-rule municipal corporation, and Athletes Unlimited Softball PBLLC ("AUSL", "League", or "Applicant"), a Delaware public benefit limited liability company.

Whereas, the City has adopted the "City of College Station Sponsorships and Support Requests Policies and Procedures" Policy ("Policy") setting forth guidelines for the City's sponsorship of events, programs and services in the community; and

Whereas, AUSL provides a unique form of entertainment to area residents, including through its intention to play its 2026 best-of-three championship game series ("2026 AUSL Championship Series") College Station, Texas; and

Whereas, the City desires to assist in the 2026 AUSL Championship Series and providing such form of recreation and entertainment for the City and Brazos County, Texas; and

Whereas, the City and AUSL share a mutual purpose of sports tourism of attracting more visitors to the City; and

Whereas, the City's sponsorship of the event, as described in this Agreement, is of general interest and relevance to City residents and the general public; and

Whereas, AUSL has selected College Station, Texas as the site for the Event and contracted with City in a separate Event Support Agreement; and

Whereas, the Event has been approved and certified by the Office of the Governor, Economic Development and Tourism Division as eligible for reimbursement under the Events Trust Fund pursuant to Texas Government Code Chapter 480, Events Trust Fund (and as further defined in Texas Administrative Code, Title 10, Part 5, and Chapter 184); and

Whereas, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax ("hotel tax") not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

Whereas, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

Whereas, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

Whereas, AUSL is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

Whereas, Tax Code §351.101(c) authorizes City to delegate by contract with AUSL; as an independent entity, the management or supervision of programs and activities of the


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type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

Whereas, it is determined that AUSL and the 2026 AUSL Championship Series creates a local impact on City and directly impacts tourism, and the convention and hotel industry in the City; and

**NOW, THEREFORE,** for and in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Event/program/service. The event, program or service which is the subject of this Agreement is as follows:

2026 AUSL Championship Series on July 23, 2026 – July 27, 2026 at Texas A&M University, Davis Diamond, in College Station, Texas.

2. Sponsorship. City agrees to sponsor the above-described event, program, or service by being a Cash Sponsor for an initial sponsorship payment paid for with hotel occupancy tax revenue and one additional sponsorship payment contingent upon Event Trust Fund reimbursement, as further described below:

**(a.)** Initial Cash Sponsorship:

**a.** City shall be a Cash Sponsor in the amount of **Thirty-Five Thousand and 00/100 Dollars ($35,000.00)** ("Initial Sponsorship"). AUSL shall submit an invoice to City in an amount not to exceed the cash sponsorship amount listed above within seven (7) calendar days of July 27, 2026 requesting payment for activities, products and services provided. Payment(s) shall be made within thirty (30) calendar days of City's receipt of approved invoices.

**(b.)** Additional Cash Sponsorship Contingent upon Event Trust Fund Reimbursement:

**a.** City shall be a Cash Sponsor in the additional not-to-exceed amount of **One Hundred Twenty-Five Thousand Seven Hundred Forty-Three and 00/100 Dollars ($125,743.00)** ("Additional Sponsorship") with said Additional Sponsorship amount being equal to the amount the City receives from the Texas Office of Governor ("OOG") as reimbursement for event expenditures associated with this Event under the State of Texas Event Trust Fund ("ETF") up to the not-to-exceed amount of $145,862.00 less the local match funds amount of $20,119.00 paid from the City to the OOG under the ETF. For example, if the City receives $100,000 from the OOG as reimbursement for event expenditures, then the Additional Sponsorship would be $79,881 ($100,000 - $20,119).

**b.** This Additional Sponsorship payment amount is contingent upon City receiving funding from the OOG under the ETF, and the parties agree that City will not be required to pay AUSL the Additional Sponsorship if City does not receive any funding from the OOG under the ETF.


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**c.** Payment of the Additional Sponsorship, if any, from City to AUSL, will be made by December 31, 2026.

**(c.)** Total Cash Sponsorship:

**a.** The Initial Sponsorship and Additional Sponsorship amounts together shall not exceed the amount of **One Hundred Sixty Thousand Seven Hundred Forty-Three and 00/100 Dollars ($160,743.00)**.

3. Recognition. In recognition of City's sponsorship set forth in this Agreement, AUSL shall provide City with the Official Championship Sponsorship Package as described in Exhibit A, AUSL Sponsorship Recognition.

4. Event Expenditures.

(a.) AUSL shall pay for the expenditures and costs associated with the Event ("Event Expenditures") to include the following: (i) expenditures to acquire facilities for the Event, (ii) costs of conducting the Event; and/or (iii) costs of preparations necessary or desirable to conduct the Event. These Event Expenditures are intended to include, but not be limited to the items described in Exhibit "B", "Event Expenditures".

(b.) AUSL shall, within thirty (30) days after the last day of the Event, make commercially reasonable efforts to submit to City (i) a copy of any invoice, receipt, any other documentation as reasonably requested by City (subject to any confidentiality provisions), (ii) a description of how the expense pertains to the Event and (iii) a statement that AUSL reasonably believes that the same constitutes an eligible expense for reimbursement in accordance with this Agreement and the laws and regulations applicable to the Event Trust Fund as informed of such requirements by City ("AUSL's Required Submittal"). In conjunction with AUSL's Required Submittal, AUSL shall provide City with one (1) master invoice that includes all items contained within AUSL's Required Submittal. Such documentation shall be submitted to: Jeremiah Cook, Assistant Director – Tourism, jcook@cstx.gov. AUSL acknowledges that the failure to provide AUSL's Required Submittal may prevent City from receiving disbursement from the Event Trust Fund.

4. Use of Hotel Tax Revenue. For and in consideration of the payment by City to AUSL of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for use(s) as authorized by Tax Code §351.101(a). The Hotel Tax Revenue received from City by AUSL may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described herein.

5. Compliance. The Applicant represents having read and understood the Policy and agrees to abide by its terms unless expressly provided for otherwise in this Agreement. The Applicant agrees to adhere to all applicable rules and regulations, including safety regulations.

6. City Mark Approval. No materials, or communications, including but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate

the sponsorship using the City's logo, marks, or name may be used without the City's written approval.

7. Additional documents. The Policy is made a part of this Agreement and is incorporated by reference, and the terms used therein have the same meaning when used in this Agreement. AUSL's application or other documentation, if any, shall be attached and made a part of this Agreement. In the event of a conflict, the provisions and information provided by City shall prevail over information provided by AUSL; and the information dated later in time by the City shall prevail over earlier information provided by the City.

**8. Indemnification. AUSL shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers 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 or for damage to any property arising out of or in connection with this Sponsorship Agreement. Such indemnity shall not extend in instances of the City's gross negligence, fraud, or intentional misconduct. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability. There shall be no additional indemnification other than set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

**9. Release. AUSL hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers 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 and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the this Sponsorship Agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance. There shall be no additional release other than set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

10. Insurance. The Applicant has filed with the City a certificate or certificates of insurance which meet the following requirements:

(a.) **Commercial General Liability**. The following Commercial General Liability requirements shall apply:

1. Limit of $1,000,000.00 per occurrence for bodily injury and $300,000 per occurrence for property damage with an annual aggregate limit of $2,000,000.00.

2. No coverage shall be excluded from the standard policy without notification of individual exclusions being available for review and acceptance.

3. The coverage shall not exclude: products/ completed operations; legal liability (insuring the indemnity provided herein) Personal & Advertising Liability.


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(b.) **Business Automobile Liability**. The following Business Automobile Liability requirements shall apply:

1. Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

2. The coverage shall include owned autos, leased and rented autos, non owned autos, hired autos and any autos.

(c.) **Workers' Compensation/Employer's Liability Insurance.** The following Workers' Compensation Insurance shall include the following terms:

1. Employer's Liability minimum limits of liability not less than $1,000,000 for each accident/each disease/each employee are required;

(d.) **Endorsement Required.** Those policies set forth in the above Insurance section shall contain an endorsement listing the City as an Additional Insured and further providing that those policies are primary to any City insurance policies which shall be non contributory. The Applicant shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance with evidence of endorsements shall be furnished to the City's Representative at the time of execution of this Agreement and appended to this Agreement as Exhibit C.

11. Term. The term of this Agreement is for June 1, 2026 - December 31, 2026. Any renewal must be in writing and executed by the parties.

12. Termination. Either Party may terminate this Agreement for any material breach with thirty (30) days written notice, provided that the breaching Party be allowed a reasonable time to cure such breach. In the event of such termination the non-breaching Party will notify the breaching Party in writing and the obligations of the non-breaching Party shall cease upon failure to cure. In the event that the Agreement is terminated by City due to AUSL's default, AUSL agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

13. Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

14. Verification No Boycott. To the extent applicable, this Contract is subject to the following:

(a.) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

(b.) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm


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entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

(c.) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

15. Amendment. This Agreement may only be amended by written instrument approved and executed by both parties.

16. This Agreement shall never be deemed or construed to create a partnership or joint venture between the parties.

17. Waiver. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

18. Assignment. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, AUSL may assign this contract to a parent or subsidiary, with the consent of City, said consent not to be unreasonably withheld.

19. Intentionally Deleted.

20. Intentionally Deleted.

21. Intentionally Deleted.

22. Notices. Any and all notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and given by: (i) established express delivery service which maintains delivery records; (ii) hand delivery; (iii) certified or registered mail, postage prepaid, return receipt requested; or (iv) email with evidence of transmission, to the Parties at the following addresses, or at such other address as the Parties may designate by Notice in the above manner:

If to AUSL:
Athletes Unlimited
888 7th Avenue, Fl 40
New York, NY 10106
Attn: Jon Patricof
E-mail: jon@auprosports.com

With a copy to:
Nikki Hart
888 7th Avenue, Fl 40
New York, NY 10106
E-mail: legal@auprosports.com,
nikki@auprosports.com


Doc ID: a4a7749046924fe94019026f1548263054d96115

If to City: City of College Station
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
Attn: Jeremiah Cook
Email: jcook@cstx.gov

With a copy to: City of College Station
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
Attn: Adam Falco
Email: afalco@cstx.gov

23. Branding and Data Rights.

(a) Mutual Trademark License. AUSL and City recognize that each owns certain names, logos, trademarks, service marks, designs, product identifications, artwork and other symbols, devices and other indicia of ownership associated with its organization or operation, whether registered or not (each a "Trademark"). AUSL and City each grant the other party a non-exclusive license to use during the Term those of its Trademarks expressly designated by it in this Section 4 (or otherwise in writing by such Party) solely in connection with the advertising, promotion, marketing and other acknowledgment purposes authorized or required by this Agreement in connection with the Season.

(b) Broadcast Rights. City acknowledges that AUSL and/or league operated event broadcasters are unable to film or photograph the League or broadcast a league operated event without images or sounds of City's Trademarks, including displays on billboards or other advertisements or announcements or commentary made at the league operated event location or during any broadcast. City hereby grants to AUSL an exclusive, worldwide, assignable, irrevocable right to transmit, film, tape, photograph, capture, overhear, depict, collect or record by any means, process, medium or device (including, but not limited to, television, cable, radio, pay-per-view, closed circuit television, satellite signal, computer and the Internet), whether or not currently in existence, all images, sounds and data arising from or during a league operated event, including those which involve City's Trademarks, and to use, sublicense or otherwise exploit same for commercial purposes.

(c) Specific AUSL Trademarks. A copy of the official logo(s) for the League may be provided to City, and the same may be updated by AUSL in its sole discretion from time to time (the "Official Logo(s)"), which may include the logo for AUSL ("AUSL Logo") and certain Team logos ("Team Logos"). In all promotions, public relations, advertising and signage produced and/or issued or authorized by or for City in connection with the rights granted hereunder, City must use the Official Logo(s) as directed by AUSL whenever reference to the Season is being made.

(d) Specific City Trademarks. In order to enable AUSL to fulfill its marketing obligations hereunder, City will deliver a copy of the logo for the Brand to AUSL,


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in AUSL's specified format(s) and by AUSL's specified deadline(s).

(e) Data Rights. As between the parties, AUSL owns and controls all data arising from or during a league operated event ("AUSL Data"), including but not limited to game, player and performance statistics, and any and all scoring data, and has the unfettered right to use, sublicense, or otherwise exploit the same for commercial purposes. AUSL hereby grants to City a limited right to use the AUSL Data (if any) as specified in the SOW as may be delivered by or for AUSL to City from time to time, including via an API and subject to all the other terms and conditions set forth therein and herein as well as any other restrictions as specified by AUSL from time to time. Upon termination, cancellation, expiration or other conclusion of this Agreement, City (and/or its subcontractors or agents) shall eliminate all AUSL Data from its system, platform, or databases.

(f) Reservation of Rights. AUSL and City each acknowledges that it does not have, and agrees that it will not claim, any right, title or interest in or to any Trademarks of the other Party except as provided herein and that all use, including but not limited to the associated goodwill, of the other party's Trademarks will inure to the benefit of the other Party. In furtherance of the foregoing, AUSL and City each agree that any use of the Trademarks owned or licensed by the other Party will be in accordance with applicable law and such other Party's then-current trademark usage guidelines (as provided in writing by such other Party) and subject to the prior written approval of the other Party, such approval not to be unreasonably withheld. In addition, City acknowledges and agrees that AUSL's Trademarks as used in connection with the League (the "League Marks") are owned by AUSL and have acquired a secondary meaning in the mind of the purchasing public and that, to the extent the law allows, City will not: (i) do anything that might impair or infringe any of the League Marks; or (ii) use or register as a Trademark, or claim any type of proprietary rights in any item, that is the same as or confusingly similar to any of the League Marks.

24. Content Rights.

(a) Limited License to AUSL Content. AUSL intends to produce or have produced one or more audio-visual series focused on the Season(s), the League, its players and similar topics and intended for distribution, during and after the Term including via digital media platforms (collectively, the "AUSL Content"). AUSL hereby grants to City a limited right to distribute, in unmodified form only, the AUSL Content (if any) specified in the SOW as may be delivered by or from AUSL to City time to time, subject to all the other terms and conditions set forth therein and herein as well as any other restrictions as specified by AUSL from time to time.

(b) Ownership. As used in this Section 5.2, "League Materials" shall mean all intellectual property, content, and materials related to or associated with the League and league operated events, including but not limited to League Marks, League Content, AUSL Data, the Official Logo, or any other materials created, produced, or owned by AUSL related to the Season that include the foregoing. In recognition of AUSL's ownership and/or control and substantial investment in the league operated events, and the need for AUSL to protect the integrity of league

operated events, City hereby acknowledges that, as between the Parties, AUSL owns, and/or controls, all right, title and interest (including all copyrights, registrations, renewals and extensions throughout the world) in and to the League Materials (as defined herein) and, other than the rights of use (if any) expressly granted to City under this Agreement, AUSL reserves all rights to the AUSL Content and is free to exercise such rights at any time without any obligation to City. Without limiting the generality of the foregoing or any rights and remedies hereunder, AUSL will have the sole right to register copyrights in and to the League Materials. Further, and without limiting any of AUSL's rights and remedies hereunder, if at any time any City Products or other items, services and or materials produced by or on behalf of City which bear the League Marks or otherwise associates City with AUSL, league operated events or any player (collectively "City Materials") fail to conform to any representative artwork, sample or other submission as previously approved by AUSL pursuant to this Agreement, City will, at its expense promptly on notice from AUSL, withdraw any and all such City Materials from circulation. Notwithstanding any term herein, nothing in this Agreement shall be construed as City granting to AUSL any right, title, or interest in or to the copyrights, trademarks, patents or other intellectual property of City, except as permitted herein.

26. Confidentiality. Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party which must be designated by a party as confidential in writing ("Confidential Information"). Each party, its agents and employees will hold and maintain in strict confidence all Confidential Information, will not disclose Confidential Information to any third party without the disclosing party's written consent, and neither party will use any Confidential Information except as may be necessary to perform its obligations or exercise its rights under the Agreement, except as may be required by law or governmental authority. Notwithstanding the foregoing, Confidential Information will not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, is already known to the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality. Notwithstanding the foregoing, City and AUSL acknowledge and agree that the City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended and City shall comply with both Acts. Any release of any information, pursuant to any law including the Texas Public Information Act or the Texas Open Meetings Act, shared under this Agreement or future agreements whether confidential or not, for the avoidance of doubt is not a breach of this Agreement or future agreements. Any documents or records requested by a third party and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after submittal by the City to the Texas Attorney General for an opinion on disclosure, will not be considered a breach of this Agreement or future agreements by the City; provided, however, the City will, to the extent legally permissible, notify the AUSL in writing of such potential disclosure to enable the AUSL to seek at their cost submit a brief to the Attorney General, a protective order or otherwise prevent or limit such disclosure.The obligations of this paragraph will survive termination of this Agreement for two (2) years.

25. Entire Agreement. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings


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between the parties.

26. Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes, as shown below:

A. AUSL Sponsorship Recognition
B. Event Expenditures
C. Certificate(s) of Insurance

[*Signatures Follow on Next Page*]


Doc ID: a4a7749046924fe94019026f1b48263054d961f5

This Agreement shall become binding on the date of the last signature of the Authorized Representative, as identified in the signature blocks below.

**ATHLETES UNLIMITED SOFTBALL PBLLC**

By: Jon Patricof

Name: Jon Patricof

Title: CEO

Date: 06 / 19 / 2026

**CITY OF COLLEGE STATION**

By: _____

City Manager

Date: _____

**APPROVED:**

_____

City Attorney
Date: _____

_____

Assistant City Manager/CFO
Date: _____


Doc ID: a4a7749046924fe94019026f1b48263054d96115

Exhibit A
AUSL Sponsorship Recognition

**Season(s):**

- 2026 AUSL Regular Season, currently scheduled to consist of seventy-five (75) games, one (1) Play-In Game, scheduled to be played June 23, 2026, and the 2026 AUSL Best-of-Three Championship Series, scheduled to be played at Texas A&M in College Station from July 23-27, 2026

**Season Sponsorship Package**

**Designation**

- Official Destination Partner of the 2026 AUSL Championship Series.

**Promotional Rights**

- City will be permitted to use the Designation and the official AUSL Logo in City Materials, subject in each case to AUSL's approval as set forth in the Agreement.

**Media Recognition**

- City to be included in one (1) dedicated web article on AUSL's website highlighting City's Designation.
- City logo to be featured within sponsor block of AUSL website and event hub, alongside other AUSL sponsors, with click-thru to City website.
- City to receive a rotational web advertisement on AUSL website with a link directly to City website for a duration of one (1) week throughout the Term.

**In-Venue Activations & Fan Engagement**

*In-Game Activations*

- City to receive one (1) in-stadium PA read and video board feature per game during the 2026 Play-In Game and AUSL Championship Series.
- City to receive opportunity to have a 10x10 activation space on the concourse, subject to venue approval, with logistics and associated costs to be the responsibility of City.

**Broadcast**

- City to receive two (2) thirty-second (0:30) commercial units, subject to distribution partner approval and placed at AUSL's discretion.

**Business Leadership**

- City and AUSL to collaborate on development of a co-branded post-event impact survey assessing Championship Series attendance, digital reach, and estimated visitor impact.

**Hospitality:**

- City to receive a minimum of four (4) VIP tickets to be utilized for College Station promotional giveaway.

# Exhibit B
## Event Expenditures

The Event Expenditures which AUSL will pay for and provide City record of in accordance with the Agreement are intended to include, but not be limited to, the following:

a) Costs to rent event facilities;
b) On-site facility personnel necessary to operate the Event;
c) Purchase or rental of seating or other furnishings, supplies and equipment that are reasonable and necessary to conduct the event; including, but not limited to, chairs, tables, bleachers, benches, water jugs and cups, and court/venue lining materials/supplies;
d) Portable restrooms and sanitation necessities;
e) Temporary signs and banners;
f) Credentials for athletes, staff, and officials;
g) Food provided on-site for personnel directly related to the conduct of the event;
h) Costs related to utilization of third-party event management;
i) Transportation costs from the airport to lodging and from lodging to the venue for staff directly conducting the Event, who reside outside of the market area;
j) Travel expenses for Event staff (in accordance with State of Texas approved rates, excluding taxes) involved in conducting the Event;
k) Costs of labor related to technical crews, venue/court setup staff, announcers, camera crews, referees, tournament staff, security personnel, and medical staff;
l) Production crews and any costs related to online streaming of competition;
m) Purchase, shipping, and/or delivery costs of competition or event-specific equipment, signage, banners, awards, uniforms, promotional items, and supplies;
n) Internet services necessary to support event operations;
o) Water, ice, and sports drinks provided to staff, officials, volunteers, and personnel involved in conducting the Event;
p) Printing costs for event materials, signage, credentials, and promotional programs;
q) Awards and non-monetary prizes for participation or competitive performance that are reasonable and customary for the Event;
r) Cost for event-specific signage, including production, installation and removal;
s) Advertising and marketing costs directly attributable to the Event, including, but not limited to, billboard advertisements, paid digital advertising, social media advertising, print advertising, and/or other forms of advertising and marketing that are directly attributable to promoting the event;
t) Event-specific attire or uniforms for referees, staff, and officials;
u) Costs for promotional items created to promote the Event, including, but not limited to, branded wristbands, lanyards, bag tags, small giveaways, or merchandise provided to athletes, attendees, or staff;
v) Security and public safety expenses, including but not limited to police, fire, barriers, emergency operations staff, and traffic planning and mitigation;
w) Rental or temporary installation of metal detectors and handheld screening wands, and associated security checkpoint equipment required to ensure public safety at venue access points;
x) Way-finding signage and staffing;
y) Photography or videography services documenting the Event;
z) Food for participants and essential personnel directly involved in the Event, provided on-site and


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not exceeding $36 per person per day;

aa) Lodging, mileage, rental car, and commercial airfare for non-local participants, coaches, referees, or judges, in accordance with State of Texas allowable travel rates.

bb) Compensation of contracted NCAA compliance event staff and contracted facility site directors and managers;

cc) Compensation for contracted media and scouts engaged in event coverage or promotion;

dd) Compensation for contracted staff performing event setup and load-in within a reasonable time prior to the Event;

ee) Market-area transportation and/or parking services, excluding personal travel; and,

ff) Contracted staff hired specifically to meet the objectives of the Event, including but not limited to those referenced in sections (aa) through (dd); such staff must be directly involved in preparing for or conducting the Event and include roles such as media, scouting, compliance, photography, videography, and site management.

Exhibit C
Certificate of Insurance


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2026

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

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

| PRODUCER | CONTACT NAME: Christopher Ventura |
|---|---|
| HUB International Northeast<br>777 Commerce Drive<br>Fairfield CT 06825 | PHONE (A/C, No, Ext): 203-337-1809 FAX (A/C, No):<br>E-MAIL ADDRESS: christopher.ventura@hubinternational.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : HDI Global Specialty SE | 86486 |
| INSURER B : Certain Underwriters at Lloyds | |
| INSURER C : Allianz Global Corp & Specialty | 35300 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

| INSURED | ATHLUNL-01 |
|---|---|
| Athletes Unlimited LLC<br>888 7th Avenue<br>New York NY 10019 | |

**COVERAGES** **CERTIFICATE NUMBER:** 1681241838 **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**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 18LB8421 | 1/10/2026 | 1/10/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 18LB8421 | 1/10/2026 | 1/10/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>H&NO Physical Damage | $ 1,000,000<br>$<br>$<br>$<br>$ Included |
| C | **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 25QS1555 | 1/10/2026 | 1/10/2027 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| B | Media Liability | | | ESO0540418065 | 7/13/2025 | 7/13/2026 | Each Claim<br>Aggregate<br>Deductible | $5,000,000<br>$5,000,000<br>$10,000 |

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

The City of College Station, its officers, agents, employees and volunteers are included as additional insured as per the written agreement and are subject to the terms, conditions, and exclusions of the policies. General Liability coverage is primary and noncontributory as per the written agreement.

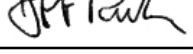
**CERTIFICATE HOLDER**

City of College Station
PO BOX 9960
1101 Texas Ave
College Station TX 77842

**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**



**© 1988-2015 ACORD CORPORATION. All rights reserved.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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| | |
|---|---|
| **Title** | AUSL x College Station Sponsorship Agreement |
| **File name** | AUSL_x_College_St...nt_2026.06.18.pdf |
| **Document ID** | a4a7749046924fe94019026f1b48263054d961f5 |
| **Audit trail date format** | MM / DD / YYYY |
| **Status** | Signed |

## Document History

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| VIEWED | **06 / 19 / 2026**<br>17:58:49 UTC | Viewed by Jon Patricof (jon.patricof@auprosports.com)<br>IP: 174.244.144.107 |
| SIGNED | **06 / 19 / 2026**<br>18:00:08 UTC | Signed by Jon Patricof (jon.patricof@auprosports.com)<br>IP: 174.244.144.107 |
| COMPLETED | **06 / 19 / 2026**<br>18:00:08 UTC | The document has been completed. |

# Economic Impact Study

## Athletes Unlimited Softball League Championship Series

## College Station, TX

## July 23-27, 2026

Submitted for consideration under the Events Trust Fund by the

**City of College Station**

March 25, 2026

**Event Background**

The Athletes Unlimited Softball League Championship Series is the culminating event of the Athletes Unlimited Softball League season, a premier professional women's softball league in the United States.

Following a regular season featuring top professional athletes competing on city-based teams, the Championship Series brings together the league's top two teams to compete in a best-of-three format to determine the league champion. College Station and Texas A&M were selected due to the high-quality facilities at Texas A&M University, namely Davis Diamond.

Table 1 outlines the expected schedule of events and the attendance of players, coaches, staff, officials, media/tv crews, friends, family, and spectators.

**Table 1**

**Expected Schedule of Events and Total Attendance[1]**

| Date | Schedule | Competitors | Coaches | Staff | Judges/ Referees | Media / TV Crew | Friends, Family, Spectators | Total |
|---|---|---|---|---|---|---|---|---|
| **7/20/2026** | **Load In** | | | 60 | | | | **60** |
| **7/21/2026** | **Load In** | 48 | 12 | 70 | | | | **130** |
| **7/22/2026** | **Load In** | 48 | 12 | 85 | 12 | | | **157** |
| **7/23/2026** | **Event Day** | 48 | 12 | 85 | 12 | 10 | 2405 | **2572** |
| **7/24/2026** | **Event Day** | 48 | 12 | 85 | 12 | 10 | | **167** |
| **7/25/2026** | **Event Day** | 32 | 8 | 85 | 12 | 10 | 2405 | **2552** |
| **7/26/2026** | **Event Day** | 32 | 8 | 85 | 12 | 10 | 2405 | **2552** |
| **7/27/2026** | **Event Day** | 32 | 8 | 85 | 12 | 10 | 2405 | **2552** |
| | | | | | | | | **10742** |

[1] Total attendance is determined based on estimates provided by the event organizer.

**Total Economic Gain**

The economic gain from events such as the Athletes Unlimited Softball League Championship Series, which is expected to bring in more than 48 athletes from around the United States to Texas is significant for the state and local economy. Events of this magnitude help generate state economic contributions by keeping expenditures in Texas that otherwise had left the state and bringing in outside expenditures from outside the state.

As detailed in Table 2, Athletes Unlimited Softball League Championship Series should fill more than 3,172 hotel room nights and generate an estimated total spending by teams, media, staff, officials, and fans of $1,661,977. This gain is comprised of $414,501 in lodging expenditures, $586,059 in food and non-alcoholic beverage expenditures, $551,585 in entertainment and shopping expenditures, $93,522 in alcoholic beverage expenditures, and $16,310 in vehicle rental expenditures.

**Table 2**

**Expenditure and Impact Summary**

**Athletes Unlimited Softball League Championship Series, July 23-27, 2026**

| **Total Hotel Room Nights** | **3,172** |
|---|---|
| | |
| Hotel Expenditure | $414,501 |
| Food and Non-Alcoholic Beverage | $586,059 |
| Entertainment & Shopping | $551,585 |
| Alcoholic Beverage | $93,522 |
| Vehicle Rental | $16,310 |
| **Total Economic Impact** | **$1,661,977** |

**Event Trust Fund Gain**

In 2009, the Texas legislature established the Events Trust Fund to assist in attracting to Texas or retaining in Texas sporting and other events that could be moved or held outside the state. The provisions of this law allow the Comptroller to deposit into a trust fund established for a qualifying event by the Governor's Office of Economic Development and Tourism the amount of state hotel, sales, and use, motor vehicle rental, and alcohol taxes that can be attributed to the incremental gain in economic activity to the state from hosting the event. To qualify for reimbursement from the Trust Fund, the local sponsoring municipality or county must contribute matching tax revenues received from hosting the event at the rate of $1 local tax dollar for every $6.25 in state tax contributions.

Based on the attendance and schedule of events presented in Table 1, Appendix A estimates the incremental tax gain to the state and the City of College Station, as well as the surrounding area, from *out-of-state visitors* of the Athletes Unlimited Softball League Championship Series. In addition, Appendix B estimates the incremental tax gain to the state and the City of College Station, as well as the surrounding area, from *Texas visitors originating from more than 50 miles away* from College Station, Texas. In total, this event is estimated to generate a total of $125,743 in state tax revenues, which could be deposited into a trust fund supporting this event. Appendices A and B also note that the total local tax gain to the City of College Station and the surrounding areas, is estimated to reach $20,119, which is required by the city to fully match the state funds for a maximum total trust fund level of $145,862 for this event.

The primary costs of presenting the Athletes Unlimited Softball League Championship Series are estimated to be in excess of $500,000.00 to include facility costs, temporary bleachers for increased capacity, transportation, housing, and food for workers and athletes. Since expected expenditures on this event are above expected allowable state and local tax gains under the Event Trust Fund statutes and rules, this report requests that the Governor's Office of Economic Development and Tourism approve a trust fund for this event under Texas Government Code Chapter 480. Events Trust Fund to receive $125,743 in state tax contributions, which, when matched by $20,119 in tax contributions by the City of College Station, account for a total Trust Fund level of $145,862.

# Appendix A

## Out-of-State Participants Only
## Estimated Player, Coach, Fan and Other Attendance
## Athletes Unlimited Softball League Championship Series, July 23-27, 2026

| Day | Schedule | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | Total |
|---|---|---|---|---|---|---|---|---|
| **7/20/2026** | **Load In** | | | 45 | | | | **45** |
| **7/21/2026** | **Load In** | 48 | 12 | 53 | | | | **113** |
| **7/22/2026** | **Load In** | 48 | 12 | 64 | 4 | | | **128** |
| **7/23/2026** | **Event Day** | 48 | 12 | 64 | 4 | 4 | 962 | **1094** |
| **7/24/2026** | **Event Day** | 48 | 12 | 64 | 4 | 4 | | **132** |
| **7/25/2026** | **Event Day** | 32 | 8 | 64 | 4 | 4 | 962 | **1074** |
| **7/26/2026** | **Event Day** | 32 | 8 | 64 | 4 | 4 | 962 | **1074** |
| **7/27/2026** | **Event Day** | 32 | 8 | 64 | 4 | 4 | 962 | **1074** |
| | | | | | | | | **4734** |

## State & Local Tax and Expenditure Summary
## Athletes Unlimited Softball League Championship Series, July 23-27, 2026

| Hotel Expenditures | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Persons per room** | 2 | 2 | 2 | 2 | 1 | 2.5 | | | |
| | **Percent Staying in hotel** | 100% | 100% | 100% | 100% | 100% | 100% | | | |
| | **Hotel Cost Per Night** | $130.66 | $130.66 | $130.66 | $130.66 | $130.66 | $130.66 | | | |
| **Day** | | | | | | | | **Total Spending** | **State Tax** | **Room Nights** |
| **7/20/2026** | **Load In** | $0 | $0 | $2,940 | $0 | $0 | $0 | **$2,940** | **$176** | **23** |
| **7/21/2026** | **Load In** | $3,136 | $784 | $3,430 | $0 | $0 | $0 | **$7,350** | **$441** | **56** |
| **7/22/2026** | **Load In** | $3,136 | $784 | $4,165 | $259 | $0 | $0 | **$8,343** | **$501** | **64** |
| **7/23/2026** | **Event Day** | $3,136 | $784 | $4,165 | $259 | $523 | $50,278 | **$59,144** | **$3,549** | **453** |
| **7/24/2026** | **Event Day** | $3,136 | $784 | $4,165 | $259 | $523 | $0 | **$8,866** | **$532** | **68** |
| **7/25/2026** | **Event Day** | $2,091 | $523 | $4,165 | $259 | $523 | $50,278 | **$57,837** | **$3,470** | **443** |
| **7/26/2026** | **Event Day** | $2,091 | $523 | $4,165 | $259 | $523 | $50,278 | **$57,837** | **$3,470** | **443** |
| **7/27/2026** | **Event Day** | $2,091 | $523 | $4,165 | $259 | $523 | $50,278 | **$57,837** | **$3,470** | **443** |
| | | | | | | | | **$260,155** | **$15,609** | **1991** |

| Food and Beverage Expenditures | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $68 | $68 | $68 | $68 | $68 | $68 | | |
| Day | | | | | | | | Total Spending | State Tax |
| 7/20/2026 | Load In | $0 | $0 | $3,060 | $0 | $0 | $0 | $3,060 | $191 |
| 7/21/2026 | Load In | $3,264 | $816 | $3,570 | $0 | $0 | $0 | $7,650 | $478 |
| 7/22/2026 | Load In | $3,264 | $816 | $4,335 | $269 | $0 | $0 | $8,684 | $543 |
| 7/23/2026 | Event Day | $3,264 | $816 | $4,335 | $269 | $272 | $65,416 | $74,372 | $4,648 |
| 7/24/2026 | Even Day | $3,264 | $816 | $4,335 | $269 | $272 | $0 | $8,956 | $560 |
| 7/25/2026 | Event Day | $2,176 | $544 | $4,335 | $269 | $272 | $65,416 | $73,012 | $4,563 |
| 7/26/2026 | Event Day | $2,176 | $544 | $4,335 | $269 | $272 | $65,416 | $73,012 | $4,563 |
| 7/27/2026 | Event Day | $2,176 | $544 | $4,335 | $269 | $272 | $65,416 | $73,012 | $4,563 |
| | | | | | | | | $321,760 | $20,110 |

| Shopping and Entertainment Expenditures | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $64 | $64 | $64 | $64 | $64 | $64 | | |
| Day | | | | | | | | Total Spending | State Tax |
| 7/20/2026 | Load In | $0 | $0 | $2,880 | $0 | $0 | $0 | $2,880 | $180 |
| 7/21/2026 | Load In | $3,072 | $768 | $3,360 | $0 | $0 | $0 | $7,200 | $450 |
| 7/22/2026 | Load In | $3,072 | $768 | $4,080 | $253 | $0 | $0 | $8,173 | $511 |
| 7/23/2026 | Event Day | $3,072 | $768 | $4,080 | $253 | $256 | $61,568 | $69,997 | $4,375 |
| 7/24/2026 | Event Day | $3,072 | $768 | $4,080 | $253 | $256 | $0 | $8,429 | $527 |
| 7/25/2026 | Event Day | $2,048 | $512 | $4,080 | $253 | $256 | $61,568 | $68,717 | $4,295 |
| 7/26/2026 | Event Day | $2,048 | $512 | $4,080 | $253 | $256 | $61,568 | $68,717 | $4,295 |
| 7/27/2026 | Event Day | $2,048 | $512 | $4,080 | $253 | $256 | $61,568 | $68,717 | $4,295 |
| | | | | | | | | $302,833 | $18,927 |

| Alcoholic Beverages Expenditures (Mixed Beverage Tax) | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $14 | $14 | $14 | $14 | $14 | $14 | | |
| | Percent Consuming | 95% | 100% | 100% | 100% | 100% | 75% | | |
| **Day** | | | | | | | | **Total Spending** | **State Tax** |
| **7/20/2026** | **Load In** | $0 | $0 | $630 | $0 | $0 | $0 | **$630** | **$44** |
| **7/21/2026** | **Load In** | $638 | $168 | $735 | $0 | $0 | $0 | **$1,541** | **$108** |
| **7/22/2026** | **Load In** | $638 | $168 | $893 | $55 | $0 | $0 | **$1,754** | **$123** |
| **7/23/2026** | **Event Day** | $638 | $168 | $893 | $55 | $56 | $10,101 | **$11,911** | **$834** |
| **7/24/2026** | **Event Day** | $638 | $168 | $893 | $55 | $56 | $0 | **$1,810** | **$127** |
| **7/25/2026** | **Event Day** | $426 | $112 | $893 | $55 | $56 | $10,101 | **$11,643** | **$815** |
| **7/26/2026** | **Event Day** | $426 | $112 | $893 | $55 | $56 | $10,101 | **$11,643** | **$815** |
| **7/27/2026** | **Event Day** | $426 | $112 | $893 | $55 | $56 | $10,101 | **$11,643** | **$815** |
| | | | | | | | | **$52,575** | **$3,680** |

| Alcoholic Beverages Expenditures (Title 5 ABC Tax) | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $14 | $14 | $14 | $14 | $14 | $14 | | |
| | Percent Consuming | 95% | 100% | 100% | 100% | 100% | 75% | | |
| **Day** | | | | | | | | **Total Spending** | **State Tax** |
| **7/20/2026** | **Load In** | $0 | $0 | $630 | $0 | $0 | $0 | **$630** | **$3** |
| **7/21/2026** | **Load In** | $638 | $168 | $735 | $0 | $0 | $0 | **$1,541** | **$6** |
| **7/22/2026** | **Load In** | $638 | $168 | $893 | $55 | $0 | $0 | **$1,754** | **$7** |
| **7/23/2026** | **Event Day** | $638 | $168 | $893 | $55 | $56 | $10,101 | **$11,911** | **$48** |
| **7/24/2026** | **Event Day** | $638 | $168 | $893 | $55 | $56 | $0 | **$1,810** | **$7** |
| **7/25/2026** | **Event Day** | $426 | $112 | $893 | $55 | $56 | $10,101 | **$11,643** | **$47** |
| **7/26/2026** | **Event Day** | $426 | $112 | $893 | $55 | $56 | $10,101 | **$11,643** | **$47** |
| **7/27/2026** | **Event Day** | $426 | $112 | $893 | $55 | $56 | $10,101 | **$11,643** | **$47** |
| | | | | | | | | **$52,575** | **$210** |

| Vehicle Rental Tax[2] | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Percent Renting** | 79% | 100% | 100% | 50% | 40% | 75% | | |
| | **Cost Per Day** | $62 | $62 | $62 | $62 | $62 | $62 | | |
| | **Average People per Rental Car** | 2.00 | 2.00 | 1.50 | 1.50 | 1.50 | 2.50 | | |
| **Day** | | | | | | | | **Total Spending** | **State Tax** |
| **7/20/2026** | **Load In** | $0 | $0 | $2,790 | $0 | $0 | $0 | **$2,790** | **$279** |
| **7/21/2026** | **Load In** | $2,351 | $744 | $3,255 | $0 | $0 | $0 | **$6,350** | **$635** |
| **7/22/2026** | **Load In** | $2,351 | $744 | $3,953 | $123 | $0 | $0 | **$7,170** | **$717** |
| **7/23/2026** | **Event Day** | $2,351 | $744 | $3,953 | $123 | $99 | $44,733 | **$52,003** | **$5,200** |
| **7/24/2026** | **Event Day** | $2,351 | $744 | $3,953 | $123 | $99 | $0 | **$7,270** | **$727** |
| **7/25/2026** | **Event Day** | $1,567 | $496 | $3,953 | $123 | $99 | $44,733 | **$50,971** | **$5,097** |
| **7/26/2026** | **Event Day** | $1,567 | $496 | $3,953 | $123 | $99 | $44,733 | **$50,971** | **$5,097** |
| **7/27/2026** | **Event Day** | $1,567 | $496 | $3,953 | $123 | $99 | $44,733 | **$50,971** | **$5,097** |
| | | | | | | | | **$228,495** | **$22,849** |

[2] Based on average pre-tax prices of Expedia search of rental car companies at Bush Intercontinental Airport on March 25, 2026, for July 20-27, 2026. SUV, paid at pickup, no additional charges.

# Appendix B

## Texas Visitors (outside of 50 miles of College Station)
## Estimated Player, Coach, Fan and Other Attendance
## Athletes Unlimited Softball League Championship Series, July 23-27, 2026

| Day | Schedule | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | Total |
|---|---|---|---|---|---|---|---|---|
| **7/20/2026** | **Load In** | | | | | | | |
| **7/21/2026** | **Load In** | | | | | | | |
| **7/22/2026** | **Load In** | | | | 4 | | | **4** |
| **7/23/2026** | **Event Day** | | | | 4 | 3 | 962 | **969** |
| **7/24/2026** | **Event Day** | | | | 4 | 3 | | **7** |
| **7/25/2026** | **Event Day** | | | | 4 | 3 | 962 | **969** |
| **7/26/2026** | **Event Day** | | | | 4 | 3 | 962 | **969** |
| **7/27/2026** | **Event Day** | | | | 4 | 3 | 962 | **969** |
| | | | | | | | | **3887** |

## State & Local Tax and Expenditure Summary
## Athletes Unlimited Softball League Championship Series, July 23-27, 2026

| Hotel Expenditures | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Persons per room** | 2 | 2 | 2 | 2 | 1 | 2.5 | | | |
| | **Percent Staying in hotel** | 100% | 100% | 50% | 100% | 100% | 75% | | | |
| | **Hotel Cost Per Night**[3] | $130.66 | $130.66 | $130.66 | $130.66 | $130.66 | $130.66 | | | |
| **Day** | | | | | | | | **Total Spending** | **State Tax** | **Room Nights** |
| **7/20/2026** | **Load In** | $0 | $0 | $0 | $0 | $0 | $0 | **$0** | **$0** | **0** |
| **7/21/2026** | **Load In** | $0 | $0 | $0 | $0 | $0 | $0 | **$0** | **$0** | **0** |
| **7/22/2026** | **Load In** | $0 | $0 | $0 | $259 | $0 | $0 | **$259** | **$16** | **2** |
| **7/23/2026** | **Event Day** | $0 | $0 | $0 | $259 | $392 | $37,708 | **$38,359** | **$2,302** | **294** |
| **7/24/2026** | **Event Day** | $0 | $0 | $0 | $259 | $392 | $0 | **$651** | **$39** | **5** |
| **7/25/2026** | **Event Day** | $0 | $0 | $0 | $259 | $392 | $37,708 | **$38,359** | **$2,302** | **294** |
| **7/26/2026** | **Event Day** | $0 | $0 | $0 | $259 | $392 | $37,708 | **$38,359** | **$2,302** | **294** |
| **7/27/2026** | **Event Day** | $0 | $0 | $0 | $259 | $392 | $37,708 | **$38,359** | **$2,302** | **294** |
| | | | | | | | | **$154,346** | **$9,261** | **1181** |

[3] Based on the average daily rate from July 23-27, 2024, and July 23-27, 2025. The hotel data was provided by STR, of CoStar Group.

| Food and Beverage Expenditures | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $68 | $68 | $68 | $68 | $68 | $68 | | |
| Day | | | | | | | | Total Spending | State Tax |
| 7/20/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/21/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/22/2026 | Load In | $0 | $0 | $0 | $269 | $0 | $0 | $269 | $17 |
| 7/23/2026 | Event Day | $0 | $0 | $0 | $269 | $204 | $65,416 | $65,889 | $4,118 |
| 7/24/2026 | Event Day | $0 | $0 | $0 | $269 | $204 | $0 | $473 | $30 |
| 7/25/2026 | Event Day | $0 | $0 | $0 | $269 | $204 | $65,416 | $65,889 | $4,118 |
| 7/26/2026 | Event Day | $0 | $0 | $0 | $269 | $204 | $65,416 | $65,889 | $4,118 |
| 7/27/2026 | Event Day | $0 | $0 | $0 | $269 | $204 | $65,416 | $65,889 | $4,118 |
| | | | | | | | | $264,300 | $16,519 |

| Shopping and Entertainment Expenditures | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $64 | $64 | $64 | $64 | $64 | $64 | | |
| Day | | | | | | | | Total Spending | State Tax |
| 7/20/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/21/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/22/2026 | Load In | $0 | $0 | $0 | $253 | $0 | $0 | $253 | $16 |
| 7/23/2026 | Event Date | $0 | $0 | $0 | $253 | $192 | $61,568 | $62,013 | $3,876 |
| 7/24/2026 | Event Day | $0 | $0 | $0 | $253 | $192 | $0 | $445 | $28 |
| 7/25/2026 | Event Day | $0 | $0 | $0 | $253 | $192 | $61,568 | $62,013 | $3,876 |
| 7/26/2026 | Event Day | $0 | $0 | $0 | $253 | $192 | $61,568 | $62,013 | $3,876 |
| 7/27/2026 | Event Day | $0 | $0 | $0 | $253 | $192 | $61,568 | $62,013 | $3,876 |
| | | | | | | | | $248,753 | $15,547 |

| Alcoholic Beverages Expenditures (Mixed Beverage Tax) | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $14 | $14 | $14 | $14 | $14 | $14 | | |
| | Percent Consuming | 95% | 100% | 100% | 100% | 100% | 75% | | |
| Day | | | | | | | | Total Spending | State Tax |
| 7/20/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/21/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/22/2026 | Load In | $0 | $0 | $0 | $55 | $0 | $0 | $55 | $4 |
| 7/23/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $714 |
| 7/24/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $0 | $97 | $7 |
| 7/25/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $714 |
| 7/26/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $714 |
| 7/27/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $714 |
| | | | | | | | | $40,947 | $2,866 |

| Alcoholic Beverages Expenditures (Title 5 ABC Tax) | | Competitors | Coaches | Staff | Officials | Media / TV Crew | Friends, Family, Spectators | | |
|---|---|---|---|---|---|---|---|---|---|
| | Spending Rate | $14 | $14 | $14 | $14 | $14 | $14 | | |
| | Percent Consuming | 95% | 100% | 100% | 100% | 100% | 75% | | |
| Day | | | | | | | | Total Spending | State Tax |
| 7/20/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/21/2026 | Load In | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 7/22/2026 | Load In | $0 | $0 | $0 | $55 | $0 | $0 | $55 | $0 |
| 7/23/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $41 |
| 7/24/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $0 | $97 | $0 |
| 7/25/2026 | Load In | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $41 |
| 7/26/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $41 |
| 7/27/2026 | Event Day | $0 | $0 | $0 | $55 | $42 | $10,101 | $10,198 | $41 |
| | | | | | | | | $40,947 | $164 |

# EVENTS TRUST FUND

# Application

Office of the Governor
Economic Development and Tourism (EDT)

**APPLICANT NAME:** City of College Station

**APPLICANT ADDRESS:** PO Box 9960, College Station, TX 77842

**EVENT NAME:** Athletes Unlimited Softball League Championship Series

**DATE(S) OF EVENT:** July 23-27, 2026

**EVENT LOCATION (CITY):** College Station, TX

**DATE APPLICATION SUBMITTED:** March 25, 2026

# Event Trust Funds Application

## Events Trust Fund (ETF), Major Events Reimbursement Program (MERP) or Motor Sports Racing Trust Fund (MSRTF)

Please review the ETF Guidelines document and applicable Statutes and TAC Rules before submitting this application. Links can be found in the Program Documents section at https://gov.texas.gov/business/page/event-trust-funds-program.

An application is not complete until all required documents are submitted, except for the Event Support Contract and the Human Trafficking Prevention Plan (MERP only). See Section 8: Checklist for required documents.

Deadlines for application submission are as follows:

ETF & MSRTF: Not earlier than one year and no later than 120 days prior to the first day of the event.

MERP: Not earlier than one year and no later than 45 days prior to the first day of the event.
Not later than the 30th day before the first day of the event, a site selection organization must submit a plan to prevent the trafficking of persons in connection with the event to the Office of the Attorney General and the Chief of the Texas Division of Emergency Management (see Section 8: Checklist and ETF Guidelines document for trafficking plan submittal details).

***Please submit all documents to eventsfund@gov.texas.gov.***

## Section 1: Endorsing Municipality or County

| | |
|---|---|
| Name of Endorsing Municipality or County: | City of College Station |
| Municipality or County Contact Name: | Bryan Woods |
| Contact Title: | City Manager |
| Contact Email: | bwoods@cstx.gov |
| Contact Phone Number: | 979-764-3419 |

1. Has the endorsing municipality or county reviewed the event and found that it meets all eligibility requirements as listed in Texas Government Code Chapter 478. Major Events Reimbursement Program, Chapter 479. Motor Sports Racing Trust Fund, or Chapter 480. Events Trust Fund?
   **Yes** ☒ **No** ☐

2. Has the endorsing municipality or county determined that it will contribute other local money ("local share") to the Trust Fund per Sec. 478.0153 or Sec. 480.0153, if established?
   **Yes** ☒ **No** ☐

   **If "Yes", the local share must be received not later than the 90th after the last day of the event. Otherwise, the event will be deemed ineligible.**

   **If "No", EDT will notify the Comptroller to satisfy the local share amount per Sec. 478.0152 or Sec. 480.0152.**

## Section 2: Local Organizing Committee

1. Has the municipality or county authorized a *nonprofit* Local Organizing Committee (LOC) to enter into an agreement with the site selection organization to host the event on behalf of the municipality or county?
   **Yes** ☐ **No** ☒

2. If Question 1 is selected as "No", the municipality or county must directly enter into the Event Support Contract with the site selection organization.

   If "Yes", provide the following information for the LOC:

| | |
|---|---|
| Name of LOC: | |
| LOC Contact Name: | |
| LOC Contact Title: | |
| Contact Email: | |
| Contact Phone Number: | |

Is the LOC designated in the endorsing letter submitted with the application? **Yes** ☐ **No** ☐

## Section 3: Site Selection Organization

| | |
|---|---|
| Name of Site Selection Organization: | Athletes Unlimited Softball League |
| Site Selection Contact Name: | Colton Siebert |
| Site Selection Contact Title: | Sr. Director, Strategy |
| Site Selection Contact Email: | colton@auprosports.com |
| Contact Phone Number: | 208-919-2916 |

*EDT reserves the right to contact the site selection organization, or any other organization directly related to this event.

## Section 4: Fund Request Amount

| | |
|---|---|
| Total Fund Amount Requested: | $145,862 |
| State Share: | $125,743 |
| Local Share: | $20,119 |

*In accordance with statute, the State Share must be no more than 6.25 times the Local Share. To calculate the Local Share, divide the State Share by 6.25. Total Fund = State Share + Local Share. Use whole numbers and round to the nearest dollar.

**For MERP Applications only:**

| | |
|---|---|
| Estimated Direct Impact Total: | |
| Estimated Secondary Impact Total: | |

*Direct Impact + Secondary Impact = State Share. Calculate the Total Fund, then determine the Local Share and State Share. Use whole numbers and round to the nearest dollar.

## SECTION 5: EVENT INFORMATION

| | |
|---|---|
| Official Event Name: | Athletes Unlimited Softball League Championship Series |
| Event Fund being applied for: (ETF, MERP, or MSRTF) | ETF |
| Venue(s) of Event: | Davis Diamond, Texas A&M University |
| Venue(s) Address: | 851 Penberthy Blvd, College Station, TX 77843 |
| Event Website: | https://theausl.com/schedule/?season=369 |
| Date(s) of the Primary Event: | July 23-27, 2026 |
| Location of Event for the previous 5 years: (List most recent year first) (City and State/Country) | 1. Tuscaloosa, Alabama, 2025<br>2.<br>3.<br>4.<br>5. |
| Source of information for previous Events: | https://theausl.com/venue/rhoads-stadium/ |
| Other locations outside of Texas considered to host the event: (City and State/Country) | Bogle Park, University of Arkansas, Fayetteville, Arkansas<br>Parkway Bank Stadium, Rosemont, Illinois |
| Was the site selected as a part of a multi-year agreement? If yes, what years? | no |
| Will there be a fee charged by the Site Selection Organization, which must be paid as a condition to holding the event, including host fees, sanction fees, participation fees, or bid fees for the event?* | no |
| If yes, what is the **total** amount of the above referenced fee(s)?* | 0 |
| Additional information: | |

*Reimbursement will not be made for such a fee in excess of the amount listed. See TAC Rule § 184.45(18).

## SECTION 6: ECONOMIC IMPACT INFORMATION

Please provide the following information. The information provided should align with the information provided in the Economic Impact Study.

**Estimated Attendance Chart:** Complete the supplemental Excel worksheet and include with the application submission. Instructions for completing the chart are in the worksheet.

**Estimated Attendance Data:** The information provided below should align with the information provided in the Estimated Attendance Chart.

| | |
|---|---|
| Desired Market Area (area that will be affected by the economic impact of the event. This is usually the county in which the event is held and may sometimes include adjacent counties): | Brazos County |
| Primary event day(s) on which attendance will be measured and used for reporting attendance after the event: | July 23-27, 2026 |
| Estimated Daily Average Attendance at Primary Event (average of the total estimated attendance from the day(s) listed above): | 2,567 |

**Spending Rates and Percentages:** Provide the estimated daily average spending rates per person in the following categories for all attendees below. Include only taxable expenses (e.g. most food purchased at a store is not taxed and would not be included, but food purchased at a restaurant is taxed and may be included.)

| | |
|---|---|
| Daily Spending Rate for Food & Non-Alcoholic Beverages: | $68.00 |
| Daily Spending Rate for Shopping & Entertainment: | $64.00 |
| Daily Spending Rate for Alcoholic Beverages: | $14.00 |
| Daily Spending Rate for Hotel: | $130.66 |
| On average, how many people per room? | 2.72 |
| Daily Spending Rate for Vehicle Rental: | $62.00 |
| On average, how many people per vehicle? | 2.42 |

## SECTION 7: ATTENDANCE REQUIREMENT

In accordance with TAC Rule § 184.13(d), 184.23(d) and 184.30, no later than 45 days after the event, the *total actual attendance* and the estimated number of attendees that are not residents of Texas at the event must be provided to EDT. Supporting documentation must be submitted for verification. Please see TAC Rule for acceptable methods. Other methods may be approved by the OOG in its sole discretion prior to the first day of the event.

| | |
|---|---|
| Please explain which of these methods or another method, subject to approval, that will be used: | Hotel inventory reports will be used to track daily attendance for athletes, coaches, officials, and staff through verified rooming lists. |

| | |
|---|---|
| | Media attendance will be tracked through a credentialing process, including daily on-site check-in and credential distribution, with records maintained each day. Spectator attendance will be tracked through daily ticket counts. |

## SECTION 8: CHECKLIST

***EDT must receive the following documents (except the Event Support Contract and Human Trafficking Prevention Plan) by the application deadline before it can issue an estimate of incremental taxes.***

EDT is statutorily required to make a determination within 30 days after receiving a complete application. If an application is incomplete, it will not be processed until all required information is submitted. **Early submission is encouraged.**

- ❑ **Events Trust Fund Application** completed and signed by someone that the applying entity has determined is eligible to bind the entity.
- ❑ **Estimated Attendance Chart** completed with information that aligns with the Economic Impact Study.
- ❑ **Endorsement Documentation** from the endorsing municipality or endorsing county requesting participation in the trust fund program and signed by a person authorized to bind the municipality or county. The documentation should clearly indicate the municipality or county's endorsement of the event and the name of the LOC, if applicable. The information in the document should coincide with the Selection Letter.
- ❑ **Selection Letter** A signed letter from the site selection organization selecting the site in Texas that clearly indicates and describes a highly competitive selection process by which site selection occurred including the locations considered outside of Texas, and that the selection was based on an application by the endorsing municipality, county, or LOC. This selection letter must clearly indicate the selected LOC (if applicable), the selected municipality or county, and the event date(s). The event date(s) indicated in the letter must match in all submitted application documents.
- ❑ **Economic Impact Study** or other data sufficient for EDT to make the determination of the estimated incremental increase in tax revenue directly attributable to the preparation or presentation of the event, including data for any related activities. The Economic Impact Study should contain detailed information on the direct expenditures for the event in the requested market area relating to the economic activity of attendees and other persons associated with the event. It may also include information on taxable event expenditures in the market area, if applicable. For MERPs only, secondary impacts must be included and stated separately from the direct impact in order for these impacts to be considered in the EDT analysis.
- ❑ **Affidavit for Economic Impact** signed by the person(s) who prepared the Economic Impact Study for the application.
- ❑ **Affidavit of Endorsing Entity** signed by each endorsing municipality, county, and/or LOC.
- ❑ **Human Trafficking Prevention Plan (MERP Only)** No later than the 30th day before the first day of the event, the site selection organization must submit a plan to the trafficking of persons in connection with the event to the office of the attorney general and the chief of the Texas Division of Emergency Management. Plans shall be submitted to the following contacts or other designees as applicable:

  Sgt. Boone Cadwell – Office of the Attorney General boone.cadwell@oag.texas.gov

  Wes Rapaport, Blair Walsh – Texas Division of Emergency Management wes.rapaport@tdem.texas.gov, blair.walsh@tdem.texas.gov

☐ **Event Support Contract** is a contract by and between a site selection organization and a local organizing committee, an endorsing municipality, or an endorsing county setting out the representations and assurances of the parties with respect to the selection of a site in this state for the location of an event, and the requirements and costs necessary for the preparation or presentation of the event. The Event Support Contract is due before the first day of the event.

**Note: Disclosure of Information under the Public Information Act.** All documents submitted to the Office of the Governor (OOG) may be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"), including, but not limited to, the application, event support contract, economic impact analysis, and all disbursement documentation submitted after the event, whether created or produced by the applicant or by any third-party. If it is necessary to include proprietary or otherwise confidential information in the documents submitted, that particular information should be clearly identified as such. **Merely making a blanket claim that all documents are protected from disclosure because they may contain some proprietary or confidential information is not acceptable and will not render the information confidential**. Any information that is not clearly identified as proprietary or confidential will be released in accordance with the Act.

I, the authorized representative of the applicant, certify that the representations made, the facts stated in this application and all supplemental documents are true and correct, and that no relevant facts have been intentionally omitted, as evidenced by my signature below. I hereby agree on behalf of the applicant, to comply with the reporting requirements and will provide other documentation as requested.

Signature

BRYAN C. WOODS

Name (Printed)

CITY MANAGER

Title

3/25/26

Date

**July 9, 2026**
**Item No. 7.5.**
**United Site Solutions, LLC Franchise Agreement First Reading**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:**

**Agenda Caption:** Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with United Site Solutions, LLC for the collection of recyclables from commercial businesses and multi-family locations.

**Relationship to Strategic Goals:**
1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of this franchise agreement ordinance.

**Summary:** This item is an ordinance granting United Site Solutions, LLC a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows United Site Solutions, LLC to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons land filled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Counting United Site Solutions, LLC, the city has a total of nineteen (19) franchised haulers. This list can be found on the city’s website under Public Works.

**Budget & Financial Summary:** N/A

**Attachments:**
1. United Site Solutions - Franchise Agreement_VendorSigned

# CONTRACT & AGREEMENT ROUTING FORM

CITY OF COLLEGE STATION
*Home of Texas A&M University®*

CONTRACT#: 26300636 PROJECT#: N/A BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** Waste Collection Franchise Agreement

**Name of Contractor:** United Site Solutions, LLC

**CONTRACT TOTAL VALUE:** $ N/A

**Grant Funded** Yes ☐ No ☒
If yes, what is the grant number: ☐

**Debarment Check** ☐ Yes ☐ No ☐ N/A
**Section 3 Plan Incl.** ☐ Yes ☐ No ☒ N/A

**Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A
**Buy America Required** ☐ Yes ☐ No ☒ N/A
**Transparency Report** ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Waste Collection Franchise Agreement

*(If required)**
**CRC Approval Date*:** N/A **Council Approval Date*:** 7/9&7/23/26 **Agenda Item No*:** TBD

*--Section to be completed by Risk, Purchasing or City Secretary's Office Only—*

**Insurance Certificates:** DDV **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

**SIGNATURES RECOMMENDING APPROVAL**

Emily Fisher — 6/18/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 6/19/2026
ASST CITY MGR – CFO — DATE

John A. Haislet — 6/24/2026
LEGAL DEPARTMENT — DATE

**APPROVED & EXECUTED**

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

*__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____*

**ORDINANCE NO. _____**

**WASTE COLLECTION FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, UNITED SITE SOLUTIONS, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

**WHEREAS,** the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

**WHEREAS,** the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

**WHEREAS,** the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,**

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## ARTICLE I. DEFINITIONS

**1.1** **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

**1.2** **Approved Customers** means those designated premises located within the City that generate Recyclables.

**1.3** **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

**1.4** **City Council or Council** means the governing body of the City of College Station, Texas.

**1.5** **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

**1.6** **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

**1.7** **Collection** means the scheduled aggregation of Recyclables by Contractor.

**1.8** **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

**1.9** **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

**1.10** **Contractor** means the Contractor franchised for the collection of Recyclables.

**1.11** **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

**1.12** **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

**1.13** **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

**1.14** **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

**1.15** **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

**1.16** **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

**1.17** **TAC** means the Texas Administrative Code now and as amended.

**1.18** **TCEQ** means the Texas Commission on Environmental Quality.

## ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

**2.1** **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

**2.2** **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

**2.3** **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

**2.4** **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

## ARTICLE III. PAYMENT AND TERM

**3.1** **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

**a.** A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

**b.** A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.

**c.** A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

**3.2** **Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth ($20^{th}$) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

**3.3** **Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

**3.4** **Franchise Fee Requirements.** Payments must state on a form approved by the City:

**a.** The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
**b.** The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
**c.** The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
**d.** The total payment amount.

**3.5** **Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

**4.1** **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

**4.2** **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

**4.3** **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

**4.4** **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth ($20^{th}$) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

**5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

**6.1** **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

**6.2** **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

**6.3** **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

## ARTICLE VII. COLLECTION AND TRANSPORT

**7.1** **Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.

**7.2** **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

## ARTICLE VIII. PLACEMENT OF RECEPTACLES

**8.1** **Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.

**8.2** **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

## ARTICLE IX. SERVICE COMPLAINTS

**9.1** **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

**9.2** **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

**9.3** **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

**9.4** **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

## ARTICLE X. DISPOSAL AND PROCESSING

**10.1** **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

**10.2** **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

## ARTICLE XI. VIOLATION AND PENALTY

**11.1** **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

**11.2** **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## ARTICLE XII. INSURANCE

**12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

**12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in

**Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

## ARTICLE XIII. INDEMNIFICATION AND RELEASE

**13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees 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 or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**

**13.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, 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 and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**

## ARTICLE XIV. DISPUTES AND MEDIATION

**14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

**14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

**14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## ARTICLE XV. GENERAL TERMS

**15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

**15.2 Termination.**

**a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

**b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

**c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

**15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

**15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

**15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

**15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

**15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

**15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

**15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

**15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

**15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

| | |
|---|---|
| City of College Station | United Site Solutions, LLC |
| Attn: Alan Degelman-Purchasing | Luis Cristerna, Manager |
| PO Box 9960 | 3180 Tarleton Ct |
| College Station, TX 77842 | Bryan, TX 77808 |
| adegelman@cstx.gov | office@unitedsitesolutions.com |

**15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- **A.** Schedule of Rates
- **B.** Insurance Requirements
- **C.** Certificates of Insurance

**15.15 Public Meetings and Readings.** This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

**a.** First Consideration & Approval on the 9th day of July, 2026.

**b.** Second Consideration & Approval on the 23rd day of July, 2026.

**UNITED SITE SOLUTIONS, LLC**

By: Luis Cristerna

Printed Name: Luis Cristerna

Title: **Owner/Member**

Date: 6/18/2026

**CITY OF COLLEGE STATION**

By: _____
Mayor

Date: _____

**ATTEST:**

_____
City Secretary
Date: _____

**APPROVED:**

_____
City Manager
Date: _____

John A. Haislet
City Attorney
Date: 6/24/2026

_____
Assistant City Manager/CFO
Date: 6/19/2026

## EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is $250.00 per pull and may increase, depending on a variety of conditions, including but not limited to:

a. Location of Customer
b. Impact on Existing Routes
c. Ingress and Egress Capabilities
d. Special Requests by Customers
e. Frequency of Collections
f. Volume of Materials
g. Type of Materials
h. External Contributing Conditions of Market Costs

## EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

### I. Standard Insurance Policies Required:

a. Commercial General Liability
b. Business Automobile Liability
c. Workers' Compensation

### II. General Requirements Applicable to All Policies:

a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
e. The City will not accept "claims made" policies.
f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

### III. Commercial General Liability

a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
c. Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000. Limits shall be endorsed to be per project.
d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

## IV. Business Automobile Liability

a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
c. Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.
d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

## V. Workers' Compensation Insurance

a. Workers compensation insurance shall include the following terms:
    i. Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required
    ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
    iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## EXHIBIT C. CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/12/2026

**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**<br>Hub International Insurance Services<br>1111 Briarcrest Drive<br>Bryan TX 77802<br><br>License#: BR-767175 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 979-776-2626 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>United Site Solutions, LLC<br>3180 Tarleton Ct<br>Bryan TX 77808<br>CRISENT-01 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** United Fire & Casualty Company / 13021<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1136585920 **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**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 85327357 | 3/17/2026 | 3/17/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | 85327357 | 3/17/2026 | 3/17/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | Y | Y | 85327357 | 3/17/2026 | 3/17/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | 85327357 | 3/17/2026 | 3/17/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Inland Marine | | | 85327357 | 3/17/2026 | 3/17/2027 | Leased/Rental<br>Deductible | 101,000<br>1,000 |

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

The general liability and automobile policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and certificate holder that required such status. The general liability, automobile and workers' compensation policies include a blanket waiver of subrogation that provides this feature only when there is a written contract between the named insured and certificate holder that requires it. 30 Day Notice of Cancellation is provided by written contract. Umbrella Follow Forms.

**CERTIFICATE HOLDER**

City of College Station
Risk Management
PO Box 9960
College Station TX 77842-9960

**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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

**COVERAGE INDEX**


| DESCRIPTION | PAGE |
|---|---|
| Temporary Substitute Auto Physical Damage | 2 |
| Broad Form Insured | 2 |
| Employee as Insureds | 2 |
| Additional Insured Status by Contract, Agreement or Permit | 2 |
| Bail Bond Coverage | 3 |
| Loss of Earnings Coverage | 3 |
| Towing and Labor | 3 |
| Amended Fellow Employee Coverage | 3 |
| Physical Damage Additional Transportation Expense Coverage | 3 |
| Extra Expense - Theft | 3 |
| Rental Reimbursement and Additional Transportation Expense | 4 |
| Personal Effects Coverage | 4 |
| Personal Property of Others | 4 |
| Locksmith Coverage | 4 |
| Vehicle Wrap Coverage | 5 |
| Airbag Accidental Discharge | 5 |
| Audio, Visual and Data Electronic Equipment Coverage | 5 |
| Auto Loan/Lease Total Loss Protection | 5 |
| Glass Repair – Deductible Amendment | 5 |
| Amended Duties in the Event of Accident, Claim, Suit or Loss | 6 |
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The COVERAGE INDEX set forth above is informational only and grants no coverage.
Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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***(Temporary Substitute Auto Physical Damage)***

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

***(Broad Form Insured)***

**d.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

**e.** Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

**(1)** That is a joint venture or partnership,

**(2)** That is an "insured" under any other policy,

**(3)** That has exhausted its Limits of Insurance under any other policy, or

**(4)** 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

**f.** Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

**g.** Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

**(1)** Currently in effect or becoming effective during the term of this policy; and

**(2)** Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.



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**C. BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2)** and **(4)** are replaced by the following:

***(Bail Bond Coverage)***

**(2)** Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

***(Loss of Earnings Coverage)***

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

***(Amended Fellow Employee Exclusion)***

**D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

**a.** To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

**b.** To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

**c.** For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

**d.** Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

***(Towing and Labor)***

**2. Towing** is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

**a.** For private passenger type vehicles we will pay up to $100 per disablement.

**b.** For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

***(Physical Damage Additional Transportation Expense Coverage)***

**4. Coverage Extensions**

**a. Transportation Expenses** is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

***(Extra Expense – Theft)***

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

*(Rental Reimbursement and Additional Transportation Expense)*

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

**(1)** We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.

**(2)** We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**(a)** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

**(b)** 30 days.

**(3)** Our payment is limited to the lesser of the following amounts:

**(a)** Necessary and actual expenses incurred; or

**(b)** $75 per day.

**(c)** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**(d)** If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

*(Personal Effects Coverage)*

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

*(Personal Property of Others)*

**f. Personal Property of Others**

We will pay up to $500 for loss to personal property of others in or on your covered "auto". This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

*(Locksmith Coverage)*

**g. Locksmith Coverage**

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

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*(Vehicle Wrap Coverage)*

**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

*(Airbag Accidental Discharge)*

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. BROADENED LIMITS OF INSURANCE**

*(Audio, Visual and Data Electronic Equipment Coverage)*

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

**b.** Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

*(Auto Loan/Lease Total Loss Protection)*

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

**4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered "auto" less:

**a.** The amount paid under the Physical Damage Coverage Section of the policy; and

**b.** Any:

**(1)** Overdue lease/loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous loans or leases.

*(Glass Repair – Deductible Amendment)*

**H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

***(Amended Duties in the Event of Accident, Claim, Suit or Loss)***

**I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

**d.** Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

**(1)** You, if you are an individual;

**(2)** Any partner or insurance manager if you are a partnership;

**(3)** An executive officer or insurance manager, if you are a corporation;

**(4)** Your members, managers or insurance manager, if you are a limited liability company; or

**(5)** Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

***(Waiver of Subrogation by Contract)***

**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage".

***(Unintentional Failure to Disclose)***

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

***(Hired, Leased, Rented or Borrowed Auto Physical Damage)***

**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

**b. (1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

**(a)** Any Covered "auto" you lease, hire, rent or borrow; and

**(b)** Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

**(a)** $75,000 per accident, or

**(b)** actual cash value at the time of loss, or

**(c)** cost of repair.

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Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

**(3)** This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

**(a)** Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

**(b)** Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

**b.** 60 days before the effective date of cancellation if we cancel for any other reason.

## LOSS PAYABLE PROVISIONS

IM-7026(1-90)

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to the Loss Payment Section of the Inland Marine General Terms, as indicated in the Schedule:

### 1. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee, shown in the Schedule, have an insurable interest, we will:

**a.** Adjust losses with you; and

**b.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

### 2. LENDER'S LOSS PAYABLE

**a.** The Loss Payee shown in the Schedule is a creditor (including a mortgage holder or trustee) with whom you have entered into a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:

(1) Warehouse receipts;

(2) A contract for deed;

(3) Bills of lading; or

(4) Financing statements.

**b.** For Covered Property in which both you and a Loss Payee have an insurable interest:

(1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear;

(2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property;

(3) If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

(a) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

(4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(b) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

**c.** If we cancel this policy, we will give written notice to the Loss Payee at least:

(1) Ten days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) Thirty days before the effective date of cancellation if we cancel for any other reason.

**d.** If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

**e.** If notice is mailed, proof of mailing will be sufficient proof of notice.

### 3. CONTRACT OF SALE

**a.** The Loss Payee shown in the Schedule is a person or organization with whom you have entered into a contract for the sale of Covered Property.

**b.** For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

(1) Adjust losses with you; and

(2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

**c.** The following is added to item 6, Insurance Under More Than One Policy under How Much We Pay on the Inland Marine General Terms:

For Covered Property that is the subject of a Contract of Sale, the "other collectible insurance" includes other collectible insurance available to the loss payee that applies to a covered loss or would have applied in the absence of this Inland Marine Coverage.

POLICY NUMBER: 85327357

COMMERCIAL GENERAL LIABILITY
CG 02 05 12 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# TEXAS CHANGES - AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

| | |
|---|---|
| 1. | **Name:** PER SCHEDULE ON FILE |
| 2. | **Address:** CANCELLATION FOR NONPAYMENT OF PREMIUM 10 DAYS |
| 3. | **Number of days advance notice:** 30 |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.


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# TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

## COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage – Borrowed Equipment
* Property Damage Liability – Elevators
* Coverage D – Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E – Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate – $500 Deductible
* Coverage F – Electronic Data Liability Coverage – $50,000
* Coverage G – Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate – $1,000 Deductible
* Coverage H – Water Damage Legal Liability – $25,000
* Coverage I – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program – Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations – extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors BlanketAdditional Insured – Products – Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured – Vendors
* Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured – Managers or Lessor of Premises
* Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations
* Additional Insured – Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured – Employee Injury to Another Employee
* Automatically included – Aggregate Limits of Insurance (per location)
* Automatically included – Aggregate Limits of Insurance (per project)
* Knowledge of occurrence – Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* "Insured Contract" redefined for Limited Railroad Contractual Liability
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TEXAS – EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

## SECTION I – COVERAGES

**A.** The following changes are made at **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. **Extended Property Damage**

   At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

   "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Expanded Fire Legal Liability**

   At **2. Exclusions** the last paragraph is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

3. **Non-Owned Watercraft**

   At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

   **(a)** Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

   At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

   This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. **Property Damage Liability – Elevators**

   At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

   This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B.** The following coverages are added:

1. **COVERAGE D – VOLUNTARY PROPERTY DAMAGE COVERAGE**

   "Property damage" to property of others caused by the insured:

   **a.** While in your possession; or

   **b.** Arising out of "your work".

   Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

   For the purposes of this **Voluntary Property Damage Coverage** only:

   **Exclusion j. Damage to Property** is deleted and replaced by the following:



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j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

2. **COVERAGE E – CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

3. **COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2.** Exclusions

This insurance does not apply to:

**p.** Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

b. **"Property Damage"** means:

**(1)** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**(2)** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

**(3)** Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

4. **COVERAGE G – PRODUCT RECALL EXPENSE**

a. Insuring Agreement

**(1)** We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

**(2)** We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

**(1)** Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

**(2)** Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

**(3)** The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

**(4)** Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

**(5)** Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

**(6)** "Bodily Injury" or "Property Damage".

**(7)** Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

**(8)** Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

**(9)** Legal fees or expenses.

**(10)** Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".

**(11)** "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.

**(12)** Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H – WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**r.** This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

**a.** Provides coverage identical to that provided by this Coverage Part; or

**b.** Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.



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C. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. **Bail Bonds**

   Item **1.b.** is amended as follows:

   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. **Loss of Earnings**

   Item **1.d.** is amended as follows:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

   However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## SECTION II – WHO IS AN INSURED

A. The following change is made:

**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. **BROAD FORM NAMED INSURED**

   Item **1.f.** is added as follows:

   f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

      **(1)** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

      **(2)** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. **Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

   Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

   1. Your acts or omissions; or

   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   However, the insurance afforded to such additional insured:

   1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. **Additional Insured – Products Completed Operations Coverage – Including Upstream Parties**

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(3) Such coverage will not apply subsequent to the first to occur of the following:

i. The expiration of the period of time required by the "written contract"; or

ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.



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**7. Additional Insured – Vendors**

**a.** Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

**(1)** The insurance afforded to such vendor only applies to the extent permitted by law; and

**(2)** If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**(1)** This insurance afforded the vendor does not apply to:

**(a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**i.** The exceptions contained in Sub-paragraphs **d.** or **f.**; or

**ii.** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

**a.** Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law; and

**(2)** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

**a.** Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

**(1)** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**(2)** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**10. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured**

**a.** Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

**(1)** Your acts or omissions; or

**(2)** Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law; and

**(2)** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**b.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

**(2)** Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**11. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

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a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy as an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

**13. Additional Insured – Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury":

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **12** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## SECTION III – LIMITS OF INSURANCE

**A. The following items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**; and
   d. Damages under Coverage **H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G**.
6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

**B.** The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**
9. **Coverage G – Product Recall Expense**

   Aggregate Limit $50,000

   Each Product Recall Limit $25,000

   a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
   b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

   We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

   We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
10. **Aggregate Limits of Insurance (Per Location)**

    The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

    "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
11. **Aggregate Limits of Insurance (Per Project)**

    The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

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12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **13** of **SECTION II – WHO IS AN INSURED** above, the following is added:

    The most we will pay on behalf of the additional insured is the amount of insurance:

    **a.** Required by the contract or agreement;

    **b.** Available under the applicable Limits of Insurance shown in the Declarations;

    Whichever is less.

    This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D – Voluntary Property Damage Coverage**.

    **For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E – Care, Custody and Control Coverage** regardless of the number of:

    **a.** Insureds;

    **b.** Claims made or "suits" brought; or

    **c.** Persons or organizations making claims or bringing "suits".

    Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

    This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

    We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

    As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

    **For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F – Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

**A.** The following conditions are amended:

**1. Knowledge of Occurrence**

**a.** Condition **2.**, Items **a.** and **b.** are deleted and replaced by the following:

**(1)** Duties In The Event Of Occurrence, Offense, Claim Or Suit

**(a)** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

**i.** How, when and where the "occurrence" took place;

**ii.** The names and addresses of any injured persons and witnesses, and

**iii.** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(b)** If a claim is made or "suit" is brought against any insured, you must:

**i.** Immediately record the specifics of the claim or "suit" and the date received; and

**ii.** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

**2.** Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

**(a)** Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B.** The following are added:

**1.** Condition **(5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

**(5)** Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

**10. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**11. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**12. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**13.** The following conditions are added in regard to **Coverage G – Product Recall Expense**

In event of a "product recall", you must

**a.** See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

**b.** Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

**c.** If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

**d.** Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

**e.** Cooperate with us in the investigation or settlement of any claim.

**f.** Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.



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**g.** Claims Handling

**(1)** Within 15 days after we receive written notice of claim, we will:

**(a)** Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;

**(b)** Begin any investigation of the claim; and

**(c)** Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

**(2)** We will notify you in writing as to whether:

**(a)** The claim or part of the claim will be paid;

**(b)** The claim or part of the claim has been denied, and inform you of the reasons for denial;

**(c)** More information is necessary; or

**(d)** We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

**(3)** We will provide notification, as described in **(2)(a)** through **(2)(d)** above, within:

**(a)** 15 business days after we receive the signed, sworn proof of loss and all information we requested; or

**(b)** 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

**h.** We will pay for covered loss or damage within 5 business days after:

**(1)** We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or

**(2)** An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

**i. Catastrophe Claims**

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in **a.** and **b.** above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which is:

**(1)** Declared a disaster under the Texas Disaster Act of 1975; or

**(2)** Determined to be a catastrophe by the State Board of Insurance.

**j.** The term "business day", as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

**k.** We will issue loss payment to the first Named Insured shown in the Declarations and any mortgagee or loss payee as designated.

**14. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an **"insured contract"** in the **DEFINITIONS** section of this endorsement:

**a.** Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of **$2,000,000** per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

**b.** Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.

**c.** For the purposes of the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

## SECTION V – DEFINITIONS

**A.** At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

**f. (1)** Equipment designed primarily for:

**(a)** Snow removal;

**(b)** Road maintenance, but not construction or resurfacing; or

**(c)** Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

**B.** Item **3. "bodily injury"** is deleted and replaced with the following:

**3.** "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**C.** Item **9. "Insured Contract" c.** is deleted and replaced with the following:

**c.** Any easement or license agreement;

**D.** Item **9. "Insured Contract" f.(1)** is deleted.

**E.** The following definitions are added for this endorsement only:

**23. "Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**24. "Product recall"** means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

**a.** The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

**b.** Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

**(1)** An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

**(2)** Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

**25. "Product recall expense"** means reasonable and necessary expenses for:

**a.** Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

**b.** Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

**c.** Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

**d.** Transportation and accommodation expense incurred by your employees.

**e.** Rental expense incurred for temporary locations used to store recalled products.

**f.** Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

**g.** Transportation expenses incurred to replace recalled products.

**h.** Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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## Texas Notice of Material Change Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: undefined

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 03/17/2026 Policy No. 10025005553 Endorsement No.
Insured UNITED SITE SOLUTIONS LLC Premium

Insurance Company United Fire Lloyds Countersigned by _____



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## Texas Waiver of Our Right to Recover From Others Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
   The premium charge for this endorsement shall be_____percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:



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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/17/2026 Policy No. 10025005553 Endorsement No.
Insured UNITED SITE SOLUTIONS LLC Premium

Insurance Company United Fire Lloyds Countersigned by _____

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(Ed. 06-2014)



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**July 9, 2026**
**Item No. 7.6.**
**Citywide Apparel**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on annual clothing and miscellaneous items price agreements with C.C. Creations for $195,000 and M&M Apparel for $80,000 for a total estimated annual expenditure not to exceed $275,000.

**Relationship to Strategic Goals:**
Financially Sustainable City
Core Services and Infrastructure

**Recommendation(s):** Staff respectfully requests approval to award price agreements to C.C. Creations and M&M Apparel for a total estimated annual expenditure not to exceed $275,000.

**Summary:** In April 2026, Purchasing Staff formally solicited sealed proposals to establish City-wide annual price agreements for the purchase of T-shirts, polos, caps, and miscellaneous items. Two (2) responses were received, evaluated, and scored by a committee made up of representatives from various City departments. Upon final evaluation and scoring, it was determined that C.C. Creations and M&M Apparel both submitted high-ranking proposals offering the best value. Both have local storefronts and a positive history of providing goods and services to the City.

The awarded price agreements shall be effective for a term of one (1) year with firm fixed unit prices and discounts. Upon completion of the initial term and mutual agreement of all parties, the price agreements may be renewed for up to two (2) additional one (1) year terms. Recommended, estimated annual expenditure is based on historical expenditures and projected departmental needs related to the items and services that will be covered by the agreements. Orders will be placed by the City of College Station departments on an “as needed” basis.

**Budget & Financial Summary:** Funds are available and budgeted within each department’s operational funds.

**Attachments:**
1. RFP 26-051 APA Clothing, Misc. Items

**PRICING FOR RFP #26-051**
**EXHIBIT C**
**APRIL 28, 2026 @ 2:00 PM**

**Items listed represent past items purchased by the City. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Items will be ordered on an as-needed basis.**

| | CC Creations | M & M Apparel |
|---|---|---|
| **TOPS** | | |
| **Item 1: Adult B-Core Short-Sleeve Performance Tee** | | |
| SKU#: BG4120 | | |
| Example Brand: Badger 4120 - B-Core Tee | Manufacturer: EXAMPLE | Badger |
| Material: 100% Polyester moisture management & antimicrobial performance fabric | Product/Style N.: | Product/Style N.: BG4120 |
| Weight: 3.5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **See Catalog for colors** |
| Small Order: 1-23 | $10.00 | $10.30 |
| Medium Order: 24-48 | $9.25 | $10.00 |
| Large Order: 49-144 | $8.75 | $9.70 |
| Special Order: 145+ | $8.00 | $9.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 2: Short Sleeve Pocket T-Shirt** | | |
| SKU#: CARCT106652 | | |
| Example Brand: Carhartt Force CT106652 | Manufacturer: EXAMPLE | Carhartt |
| Material: 65/35 Cotton/poly blend. | Product/Style N.: | Product/Style N.: |
| Weight: 5.75 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $31.75 | $29.40 |
| Medium Order: 24-48 | $31.00 | $29.10 |
| Large Order: 49-144 | $29.75 | $28.80 |
| Special Order: 145+ | $29.00 | $28.60 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S-XL $ XXL-$2.00 XXXL-$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL-$4.00 XXXXXL-$8.00, XLT $___ |
| **Item 3: Long Sleeve Pocket T-Shirt** | | |
| SKU#: CARCT106656 | | |
| Example Brand: Carhartt Force CT106656 | Manufacturer: EXAMPLE | Carhartt |
| Material: 65/35 Cotton/poly blend. | Product/Style N.: | Product/Style N.: |
| Weight: 5.75 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $37.00 | $35.00 |
| Medium Order: 24-48 | $34.50 | $34.70 |
| Large Order: 49-144 | $33.35 | $34.40 |
| Special Order: 145+ | $32.90 | $34.10 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S-XL $ XXL-$2.00 XXXL-$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL-$4.00 XXXXXL-$8.00, XLT $___ |

**PRICING FOR RFP #26-051**
**EXHIBIT C**
**APRIL 28, 2026 @ 2:00 PM**

| **Item 4: Champro L/S Vision T-Shirt** | | |
|---|---|---|
| SKU#: CPBST99LS | | |
| Example Brand: ST99LS | Manufacturer: EXAMPLE | Champro |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.90 | $6.75 |
| Medium Order: 24-48 | $9.20 | $6.55 |
| Large Order: 49-144 | $8.80 | $6.45 |
| Special Order: 145+ | $8.10 | $6.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 5: Champro Youth L/S Vision T-Shirt** | | |
| SKU#: CPBST99 | | |
| Example Brand: ST99 | Manufacturer: EXAMPLE | Champro |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $6.40 | $4.25 |
| Medium Order: 24-48 | $5.90 | $4.05 |
| Large Order: 49-144 | $5.70 | $3.85 |
| Special Order: 145+ | $5.25 | $3.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 6: Perfect Tri Tee** | | |
| SKU#: D2DM13 | | |
| Example Brand: DM13 | Manufacturer: EXAMPLE | District Threads |
| Material: 50/25/25 Poly/combed ring spun cotton/rayon | Product/Style N.: | Product/Style N.: |
| Weight: 4.5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.00 | $9.00 |
| Medium Order: 24-48 | $10.20 | $8.70 |
| Large Order: 49-144 | $9.65 | $8.50 |
| Special Order: 145+ | $8.90 | $8.45 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 7: Adult Fan Favorite Blend Tee** | | |
| SKU #: PCPC455 | | |
| Example Brand: Port & Company® - Core Blend Tee. PC55 | Manufacturer: EXAMPLE | Port & Company |
| Material: 60/40 ring spun cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 4.5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.80 | $5.90 |
| Medium Order: 24-48 | $7.20 | $5.60 |

| | | |
|---|---|---|
| Large Order: 49-144 | $6.95 | $5.40 |
| Special Order: 145+ | $6.40 | $5.35 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 8: Adult 100% Cotton Short-Sleeve T-Shirt** | | |
| SKU #: GI5000 | | |
| Example Brand: Gildan 5000 | Manufacturer: EXAMPLE | Gildan |
| Material: 100% Cotton | Product/Style N.: | Product/Style N.: |
| Weight: 5.3 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $6.60 | $4.95 |
| Medium Order: 24-48 | $6.10 | $4.65 |
| Large Order: 49-144 | $5.80 | $4.45 |
| Special Order: 145+ | $5.35 | $4.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 9: Adult Dry Blend Short-Sleeve T-Shirt** | | |
| SKU #: GI8000 | | |
| Example Brand: 8000 Gildan® Dry Blend® Adult T-Shirt | Manufacturer: EXAMPLE | Gildan |
| Material: 50% Cotton / 50% Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 5.5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.30 | $4.95 |
| Medium Order: 24-48 | $6.80 | $4.65 |
| Large Order: 49-144 | $6.45 | $4.45 |
| Special Order: 145+ | $5.95 | $4.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 10: Adult B-Core Long-Sleeve Performance Tee** | | |
| SKU#: BG4104 | | |
| Example Brand: Badger 4104 - B-Core L/S Tee | Manufacturer: EXAMPLE | Badger |
| Material: 100% Polyester moisture management & antimicrobial performance fabric. Self fabric collar. | Product/Style N.: | Product/Style N.: |
| Weight: 3.5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $15.50 | $13.30 |
| Medium Order: 24-48 | $14.40 | $13.00 |
| Large Order: 49-144 | $13.50 | $12.80 |
| Special Order: 145+ | $12.90 | $12.75 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 11: Adult Long-Sleeve Dry Blend T-Shirt** | | |
| SKU #: GI8400 | | |
| Example Brand: 8400 Gildan® DryBlend®Adult Long Sleeve T-Shirt | Manufacturer: EXAMPLE | Gildan |

| | | |
|---|---|---|
| Material: 50% Cotton / 50% Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 5.5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $12.30 | $12.95 |
| Medium Order: 24-48 | $11.50 | $12.65 |
| Large Order: 49-144 | $10.80 | $12.45 |
| Special Order: 145+ | $10.00 | $12.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 12: Adult Long-Sleeve Performance Crew** | | |
| SKU #: PAST350LS | | |
| Example Brand: Sport-Tek ST350LS | Manufacturer: EXAMPLE | Sport Tek |
| Material: 100% Polyester interlock w/ PosiCharge Tech | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $10.00 | $.8.25 |
| Medium Order: 24-48 | $9.30 | $7.95 |
| Large Order: 49-144 | $8.75 | $7.75 |
| Special Order: 145+ | $8.15 | $7.70 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 13: Adult Long-Sleeve Performance Crew** | | |
| SKU #: PAYST350LS | | |
| Example Brand: Sport-Tek YST350LS | Manufacturer: EXAMPLE | Sport Tek |
| Material: 100% Polyester interlock w/ PosiCharge Tech | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.80 | $7.45 |
| Medium Order: 24-48 | $9.10 | $7.15 |
| Large Order: 49-144 | $8.70 | $6.95 |
| Special Order: 145+ | $8.00 | $6.90 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 14: Windsor Micro-Stripe Polo-Ladies** | | |
| SKU#: SLP117 | | |
| Example Brand: Hampton Micro Stripe Polo Ladies SLP117 | Manufacturer: EXAMPLE | Manufacturer: |
| Material: 90% Micro Poly & 10% Spandex | Product/Style N.: | Product/Style N.: |
| Weight: 5.3 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $33.40 | $29.95 |
| Medium Order: 24-48 | $31.30 | $27.95 |
| Large Order: 49-144 | $29.45 | $26.95 |
| Special Order: 145+ | $28.95 | $26.75 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |

**PRICING FOR RFP #26-051**
**EXHIBIT C**
**APRIL 28, 2026 @ 2:00 PM**

| | | |
|---|---|---|
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 15: Windsor Micro-Stripe Polo** | | |
| SKU#: STP717 | | |
| Example Brand: Hampton STP717 | Manufacturer: EXAMPLE | Manufacturer: |
| Material: 90% Micro Poly & 10% Spandex | Product/Style N.: | Product/Style N.: |
| Weight: 5.3 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $33.40 | $29.95 |
| Medium Order: 24-48 | $31.30 | $27.95 |
| Large Order: 49-144 | $29.45 | $26.95 |
| Special Order: 145+ | $28.95 | $26.75 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL _$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 16: Diamon Jacquard Polo** | | |
| SKU#: PAK569 | | |
| Example Brand: Port Authority K569 | Manufacturer: EXAMPLE | Port Authority |
| Material: Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $21.40 | $18.75 |
| Medium Order: 24-48 | $19.70 | $17.00 |
| Large Order: 49-144 | $18.85 | $16.00 |
| Special Order: 145+ | $18.20 | $15.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL _$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 17: Select Snag-Proof Tactical Polo** | | |
| SKU#: CSTCS410 | | |
| Example Brand: CornerStone CS410 | Manufacturer: EXAMPLE | Cornerstone |
| Material: Snag-proof Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 6.0 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $32.25 | $25.50 |
| Medium Order: 24-48 | $31.50 | $23.50 |
| Large Order: 49-144 | $30.25 | $22.50 |
| Special Order: 145+ | $29.50 | $22.30 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL _$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 18: Legacy Jacket** | | |
| SKU#: PAJ764 | | |
| Example Brand: Port Authority J764 | Manufacturer: EXAMPLE | Port Authority |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $52.00 | $48.00 |

| | | |
|---|---|---|
| Medium Order: 24-48 | $51.00 | $46.00 |
| Large Order: 49-144 | $48.85 | $45.00 |
| Special Order: 145+ | $47.75 | $44.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 19: TekCheck Shirt Men's S/S** | | |
| SKU#: 1041 | | |
| Example Brand: Game Guard 1041 | Manufacturer: EXAMPLE | Game Guard |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $72.50 | $67.00 |
| Medium Order: 24-48 | $71.00 | $65.00 |
| Large Order: 49-144 | $68.00 | $64.00 |
| Special Order: 145+ | $66.50 | $63.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 20: Class 2 Vest** | | |
| SKU#: 1510-1511 | | |
| Example Brand: Kishigo | Manufacturer: EXAMPLE | Kishigo |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: 100% poly | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $32.20 | $29.50 |
| Medium Order: 24-48 | $31.50 | $27.50 |
| Large Order: 49-144 | $30.00 | $26.50 |
| Special Order: 145+ | $29.00 | $26.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 21: Champion Powerblend Pullover Hoodie** | | |
| SKU#: PAS700 | | |
| Example Brand: Port Authority S700 | Manufacturer: EXAMPLE | Port Authority |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $27.30 | $25.00 |
| Medium Order: 24-48 | $26.75 | $23.00 |
| Large Order: 49-144 | $25.60 | $22.00 |
| Special Order: 145+ | $25.00 | $21.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 22: Men's Heathway Polo** | | |
| SKU#: KTH928 | | |
| Example Brand: Port Authority KTH928 | Manufacturer: EXAMPLE | Port Authority |

| | | |
|---|---|---|
| Material: 94/6 micro poly/spandex | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $30.00 | $25.00 |
| Medium Order: 24-48 | $29.50 | $23.00 |
| Large Order: 49-144 | $28.25 | $22.00 |
| Special Order: 145+ | $27.60 | $21.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 23: Ladies' Heathaway Polo** | | |
| SKU#: KLH228 | | |
| Example Brand: Pro Celb KLH228 | Manufacturer: EXAMPLE | Port Authority |
| Material: 94/6 micro poly/spandex | Product/Style N.: | Product/Style N.: |
| Weight: 5.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $30.00 | $27.50 |
| Medium Order: 24-48 | $29.50 | $25.50 |
| Large Order: 49-144 | $28.25 | $24.50 |
| Special Order: 145+ | $27.60 | $24.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 24: Women's Silk Touch Polo** | | |
| SKU#: PAL500 | | |
| Example Brand: Pro Celb | Manufacturer: EXAMPLE | Port Authority |
| Material: 65/35 poly/cotton | Product/Style N.: | Product/Style N.: |
| Weight: 5 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $18.00 | $16.00 |
| Medium Order: 24-48 | $17.70 | $14.00 |
| Large Order: 49-144 | $17.00 | $13.00 |
| Special Order: 145+ | $16.60 | $12.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 25: Women's Cotton Touch Performance Polo** | | |
| SKU#: PAL568 | | |
| Example Brand: L568 | Manufacturer: EXAMPLE | Port Authority |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $23.40 | $29.50 |
| Medium Order: 24-48 | $22.90 | $27.50 |
| Large Order: 49-144 | $21.95 | $26.50 |
| Special Order: 145+ | $21.45 | $26.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |

| | | |
|---|---|---|
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 26: Women's Concept Long Pocket Cardigan** | | |
| SKU#: PALK5432 | | |
| Example Brand: LK5434 | Manufacturer: Port Authority | Manufacturer: Port Authority |
| Material: 62/33/5 poly/rayon/spandex jersey knit | Product/Style N.: LK5434 | Product/Style N.: |
| Weight: 4.4 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $34.75 | $19.75 |
| Medium Order: 24-48 | $34.00 | $17.75 |
| Large Order: 49-144 | $32.50 | $16.75 |
| Special Order: 145+ | $31.85 | $16.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 27: Women's Luxe Knit Tunic** | | |
| SKU#: PALK5601 | | |
| Example Brand: LK5601 | Manufacturer: EXAMPLE | Port Authority |
| Material: 94/6 rayon/spandex jersey | Product/Style N.: | Product/Style N.: |
| Weight: 6.6 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $26.15 | $24.00 |
| Medium Order: 24-48 | $25.65 | $22.00 |
| Large Order: 49-144 | $24.50 | $21.00 |
| Special Order: 145+ | $24.00 | $20.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 28: Women's PosiCharge RacerMesh Polo** | | |
| SKU#: PALST640 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 100% polyester flat back mesh w/ PosiCharge tech | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $15.80 | $13.35 |
| Medium Order: 24-48 | $15.00 | $12.85 |
| Large Order: 49-144 | $14.45 | $12.35 |
| Special Order: 145+ | $14.15 | $12.05 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 29: Women's Micropique Sport-Wick Polo** | | |
| SKU#: PALST650 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 100% polyester tricot | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $22.00 | $19.95 |

| | | |
|---|---|---|
| Medium Order: 24-48 | $21.50 | $18.95 |
| Large Order: 49-144 | $20.60 | $17.95 |
| Special Order: 145+ | $20.20 | $17.45 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 30: Women's Heather Contender Polo** | | |
| SKU#: PALST660 | | |
| Example Brand: | Manufacturer: | Manufacturer:Port Authority |
| Material: 100% polyester jersey | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $18.00 | $16.00 |
| Medium Order: 24-48 | $17.70 | $15.00 |
| Large Order: 49-144 | $17.00 | $14.50 |
| Special Order: 145+ | $16.60 | $14.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 31: Women't 3/4-Sleeve Tunic Blouse** | | |
| SKU#: PALW701 | | |
| Example Brand: | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% polyester crepe | Product/Style N.: | Product/Style N.: |
| Weight: 4.1 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $29.25 | $26.80 |
| Medium Order: 24-48 | $28.65 | $25.80 |
| Large Order: 49-144 | $27.45 | $24.80 |
| Special Order: 145+ | $26.80 | $24.30 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 32: Adult Short-Sleeve Posi Charge Tee** | | |
| SKU#: | | |
| Example Brand: ST350 | Manufacturer: | Sport Tek |
| Material: 100% polyester interlock with Posi Charge tech | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.00 | $6.60 |
| Medium Order: 24-48 | $8.50 | $5.60 |
| Large Order: 49-144 | $8.15 | $5.30 |
| Special Order: 145+ | $7.55 | $5.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 33: Micropique Sport-Wick Polo** | | |
| SKU#: PAST650 | | |
| Example Brand: | Manufacturer: | Port Authority |

| | | |
|---|---|---|
| Material: 100% polyester tricot | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $22.00 | $19.95 |
| Medium Order: 24-48 | $21.50 | $17.95 |
| Large Order: 49-144 | $20.60 | $16.95 |
| Special Order: 145+ | $20.20 | $16.45 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 34: Tall Micropique Sport-Wick Polo** | | |
| SKU#: PATST650 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 100% polyester tricot | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $23.70 | $21.75 |
| Medium Order: 24-48 | $23.20 | $19.75 |
| Large Order: 49-144 | $22.25 | $18.75 |
| Special Order: 145+ | $21.75 | $18.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 35: Long Sleeve Carefree Poplin Shirt** | | |
| SKU#: PAW100 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 55/45 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $25.35 | $23.25 |
| Medium Order: 24-48 | $24.80 | $21.25 |
| Large Order: 49-144 | $23.75 | $20.25 |
| Special Order: 145+ | $23.25 | $19.75 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 37: Corp Performance Polo** | | |
| SKU#: UA1261172 | | |
| Example Brand: | Manufacturer: Under Armour | Manufacturer: |
| Material: | Product/Style N.: UA Men's Tech Polo 1370399 | Product/Style N.: |
| Weight: | Material & Weight: 5.3oz 100% poly | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $44.90 | $ |
| Medium Order: 24-48 | $44.00 | $ |
| Large Order: 49-144 | $42.10 | $ |
| Special Order: 145+ | $41.15 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |

| | | |
|---|---|---|
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 38: B/D Shirt** | | |
| SKU#: ZZB/DSHIRT, DSHIRTS, DSHRITSX | Button Down Dress Shirt - No SKU/Example Discoverable | |
| Example Brand: | Manufacturer: Port Authority Long Sleeve Easy Care Shirt | Manufacturer: |
| Material: | Product/Style N.: S608 | Product/Style N.: |
| Weight: | Material & Weight: 4.5-ounce, 55/45 cotton/poly | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $26.30 | $ |
| Medium Order: 24-48 | $25.75 | $ |
| Large Order: 49-144 | $24.70 | $ |
| Special Order: 145+ | $24.15 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 39: Fishing Shirt** | | |
| SKU#: ZZFISHSHIRT; SHIRTXX; BAW3100 | No deined specs - found a comp | |
| Example Brand: | Manufacturer: BAW | Manufacturer: |
| Material: | Product/Style N.: 3100 men S/S fishing shirt | Product/Style N.: |
| Weight: | Material & Weight: 100% poly | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $27.35 | $ |
| Medium Order: 24-48 | $26.80 | $ |
| Large Order: 49-144 | $25.65 | $ |
| Special Order: 145+ | $25.10 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 40 : Hoodies** | | |
| SKU#: ZZHOODIES, HOODIESX, HOODIE | no defined specs - found a comp | |
| Example Brand: | Manufacturer: Gildan | Manufacturer: |
| Material: | Product/Style N.: 18500 Hvy Blend Hooded Sweatshirt | Product/Style N.: |
| Weight: | Material & Weight: 8oz 50/50 | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $17.60 | $ |
| Medium Order: 24-48 | $16.90 | $ |
| Large Order: 49-144 | $15.80 | $ |
| Special Order: 145+ | $15.15 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 41: Jacket** | | |
| SKU#: ZZJCK, JCKX | No defined specs - found standard comp | |
| Example Brand: | Manufacturer: Port Authority | Manufacturer: |
| Material: | Product/Style N.: J317 Core Soft Shell Jacket | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $36.80 | $ |

| | | |
|---|---|---|
| Medium Order: 24-48 | $36.00 | $ |
| Large Order: 49-144 | $34.50 | $ |
| Special Order: 145+ | $33.75 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 42: Polo** | | |
| SKU#: ZZPOLO, POLOX | no defined specs - found standard comp | |
| Example Brand: | Manufacturer: Clique | Manufacturer: |
| Material: | Product/Style N.: Parma Tech Jersey Mens Polo | Product/Style N.: |
| Weight: | Material & Weight: 7.41 oz | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $15.75 | $ |
| Medium Order: 24-48 | $15.00 | $ |
| Large Order: 49-144 | $14.50 | $ |
| Special Order: 145+ | $14.00 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 43: Adult T-Shirt** | | |
| SKU#: ZZTEEA, TEEAX | no defined specs - standard affordable t-shirt comp | |
| Example Brand: | Manufacturer: Port & Co | Manufacturer: |
| Material: | Product/Style N.: PC43 Port & Co™ Easy Cotton Tee | Product/Style N.: |
| Weight: | Material & Weight: 4.3 oz, 100% cotton | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $5.50 | $ |
| Medium Order: 24-48 | $5.30 | $ |
| Large Order: 49-144 | $5.00 | $ |
| Special Order: 145+ | $4.65 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 44: Vests** | | |
| SKU#: | no defined specs - standard specs | |
| Example Brand: | Manufacturer: Port Authority | Manufacturer: |
| Material: | Product/Style N.: J325 | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $34.75 | $ |
| Medium Order: 24-48 | $34.25 | $ |
| Large Order: 49-144 | $32.75 | $ |
| Special Order: 145+ | $32.00 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 45: Industrial Pocketless Pique Polo** | | |
| SKU#: CSTCS4020 | | |
| Example Brand: | Manufacturer: | Cornerstone |

| | | |
|---|---|---|
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $20.30 | $18.25 |
| Medium Order: 24-48 | $19.85 | $17.25 |
| Large Order: 49-144 | $19.00 | $16.25 |
| Special Order: 145+ | $18.65 | $15.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 46: Women's Select Snag-Proof Tactical Polo** | | |
| SKU#: CSTCS411 | | |
| Example Brand: | Manufacturer: | Cornerstone |
| Material: Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 6.6oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $32.20 | $25.50 |
| Medium Order: 24-48 | $31.50 | $23.50 |
| Large Order: 49-144 | $30.25 | $22.50 |
| Special Order: 145+ | $29.50 | $22.30 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 47: Select Lightweight Snag-Proof Polo** | | |
| SKU#: CSTCS418 | | |
| Example Brand: | Manufacturer: | Cornerstone |
| Material: Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 4.4 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $21.60 | $19.65 |
| Medium Order: 24-48 | $21.20 | $18.65 |
| Large Order: 49-144 | $20.30 | $17.65 |
| Special Order: 145+ | $19.80 | $17.15 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 48: Women's Select Lightweight** | | |
| SKU#: CSTCS419 | | |
| Example Brand: CS418 | Manufacturer: | Manufacturer:Cornerstone |
| Material: Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 4.4oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $21.60 | $19.65 |
| Medium Order: 24-48 | $21.20 | $18.65 |
| Large Order: 49-144 | $20.30 | $17.65 |
| Special Order: 145+ | $19.80 | $17.15 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |

| | | |
|---|---|---|
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 49: Select Lightweight Snag-Proof Tactical Polo** | | |
| SKU#: CSTCS420 | | |
| Example Brand: CS420 | Manufacturer: | Cornerstone |
| Material: Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 4.4oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $27.25 | $25.00 |
| Medium Order: 24-48 | $26.65 | $24.00 |
| Large Order: 49-144 | $25.60 | $23.00 |
| Special Order: 145+ | $25.00 | $22.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL _$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 50: Heavy Blend Hooded Sweatshirt** | | |
| SKU#: GI18500 | | |
| Example Brand: 18500 | Manufacturer: | Gildan |
| Material: 50/50 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 8oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $17.60 | $20.00 |
| Medium Order: 24-48 | $16.90 | $18.00 |
| Large Order: 49-144 | $15.80 | $17.00 |
| Special Order: 145+ | $15.15 | $16.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL _$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 51: OD CAP GL-271** | | |
| SKU#: GL-271 | | |
| Example Brand: | Manufacturer: | Manufacturer: |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $6.35 | $4.75 |
| Medium Order: 24-48 | $6.10 | $4.25 |
| Large Order: 49-144 | $5.55 | $3.95 |
| Special Order: 145+ | $5.30 | $3.85 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL $___, XXXL _$____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$__, XXXXXL _$__, XLT $___ |
| **Item 52: Weather-Resist Soft Shell Jacket** | | |
| SKU#: EAEB538 | | |
| Example Brand: | Manufacturer: | Manufacturer: |
| Material: Polyester knit shell w/ durable water-repellent | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $70.00 | $65.80 |

| | | |
|---|---|---|
| Medium Order: 24-48 | $68.50 | $63.80 |
| Large Order: 49-144 | $65.60 | $62.80 |
| Special Order: 145+ | $64.00 | $62.30 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 53: C&B Dry Tec Prospect Polo** | | |
| SKU#: MCK01127 | | |
| Example Brand: | Manufacturer: | Manufacturer:Cutter and Buck |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $31.40 | $28.80 |
| Medium Order: 24-48 | $30.75 | $27.80 |
| Large Order: 49-144 | $29.45 | $26.80 |
| Special Order: 145+ | $28.80 | $26.30 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 54: Adult Cotton Tee** | | |
| SKU#: NL3600 | | |
| Example Brand: | Manufacturer: | Next Level |
| Material: 90/10 Ring spun cotton/Poly & 100% ring spun cotton (depending on color) | Product/Style N.: | Product/Style N.: |
| Weight: 4.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.75 | $5.95 |
| Medium Order: 24-48 | $8.25 | $5.45 |
| Large Order: 49-144 | $8.00 | $5.35 |
| Special Order: 145+ | $7.45 | $5.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 55: Long Sleeve Cotton Tee** | | |
| SKU#: NL3601 | | |
| Example Brand: | Manufacturer: | Next Level |
| Material: 100% or 90/10 combed ring spun cotton (depending on color) | Product/Style N.: | Product/Style N.: |
| Weight: 4.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $12.20 | $10.00 |
| Medium Order: 24-48 | $11.70 | $9.00 |
| Large Order: 49-144 | $11.00 | $8.50 |
| Special Order: 145+ | $10.30 | $8.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 56: Adult Tri-Blend Tee** | | |
| SKU#: NL6010 | | |

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| | | |
|---|---|---|
| Example Brand: | Manufacturer: | Next Level |
| Material: 50/25/25 poly/combed ring spun cotton/rayon | Product/Style N.: | Product/Style N.: |
| Weight: 4.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.40 | $9.20 |
| Medium Order: 24-48 | $10.90 | $8.20 |
| Large Order: 49-144 | $10.30 | $7.80 |
| Special Order: 145+ | $9.60 | $7.30 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 57: Adult CVC Tee** | | |
| SKU#: NL6210 | | |
| Example Brand: | Manufacturer: EXAMPLE Next Level | Next Level |
| Material: 60/40 combed rign spun cotton/poly | Product/Style N.: Unisex CVC T-Shirt - 6210 | Product/Style N.: |
| Weight: 4.3oz | Material & Weight: 60/40 ringspun cotton/poly 4.3oz | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.00 | $6.75 |
| Medium Order: 24-48 | $8.70 | $6.25 |
| Large Order: 49-144 | $8.25 | $5.75 |
| Special Order: 145+ | $7.65 | $5.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 58: Adult CVC Long Sleeve** | | |
| SKU#: NL6211 | | |
| Example Brand: | Manufacturer: EXAMPLE Next Level | Next Level |
| Material: 60/40 combed ring spun cotton/poly | Product/Style N.: Unisex CVC Long Sleeve T-Shirt - 6211 | Product/Style N.: |
| Weight: 4.3oz | Material & Weight: 60/40 ringspun cotton/poly 4.3oz | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $12.50 | $10.30 |
| Medium Order: 24-48 | $12.00 | $9.30 |
| Large Order: 49-144 | $11.35 | $8.80 |
| Special Order: 145+ | $10.50 | $8.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 59: Value Fleece 1/4-Zip Pullover** | | |
| SKU#: PAF218 | | |
| Example Brand: | Manufacturer: EXAMPLE Port Authority | Port Authority |
| Material: 100% Poly | Product/Style N.: Value Fleece 1/4-Zip Pullover | Product/Style N.: |
| Weight: 8.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $27.90 | $25.50 |
| Medium Order: 24-48 | $27.30 | $24.50 |
| Large Order: 49-144 | $26.15 | $23.50 |
| Special Order: 145+ | $25.60 | $23.00 |

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| | | |
|---|---|---|
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 60: Heather Microfleece Full-Zip** | | |
| SKU#: PAF235 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 100% Polyester Microfleece | Product/Style N.: | Product/Style N.: |
| Weight: 4.6oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $30.20 | $27.60 |
| Medium Order: 24-48 | $29.50 | $26.00 |
| Large Order: 49-144 | $28.35 | $25.60 |
| Special Order: 145+ | $27.70 | $25.10 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 61: Silk Touch Performance Polo** | | |
| SKU#: PAK540 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 100% Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 4oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $16.85 | $14.50 |
| Medium Order: 24-48 | $16.00 | $13.50 |
| Large Order: 49-144 | $15.40 | $12.80 |
| Special Order: 145+ | $15.10 | $11.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 62: SuperPro React Polo** | | |
| SKU#: PAK810 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 65/35 poly/cotton pique | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $17.50 | $15.00 |
| Medium Order: 24-48 | $16.85 | $14.00 |
| Large Order: 49-144 | $16.20 | $13.50 |
| Special Order: 145+ | $15.85 | $13.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 63: Long Sleeve SuperPro React Polo** | | |
| SKU#: PAK810 | | |
| Example Brand: | Manufacturer: | Port Authority |
| Material: 65/35 poly/cotton pique | Product/Style N.: | K100LS |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |

| | | |
|---|---|---|
| Small Order: 1-23 | $17.50 | $16.95 |
| Medium Order: 24-48 | $16.85 | $15.95 |
| Large Order: 49-144 | $16.20 | $14.95 |
| Special Order: 145+ | $15.85 | $14.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 64: Women's Sport-Wick Flex Fleece 1/4-Zip** | | |
| SKU#: PALST561 | | |
| Example Brand: LST561 | Manufacturer: | Port Authority |
| Material: 70/25/5 poly/rayon/spandex | Product/Style N.: | Product/Style N.: |
| Weight: 7.4oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $34.75 | $32.20 |
| Medium Order: 24-48 | $34.00 | $30.20 |
| Large Order: 49-144 | $32.50 | $29.20 |
| Special Order: 145+ | $31.75 | $28.70 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 65: PosiCharge Tri-Blend Wicking Raglan Tee** | | |
| SKU#: PAST400 | | |
| Example Brand: ST400 | Manufacturer: | Manufacturer: Port Authority |
| Material: 75/13/12 Poly/Cotton/Rayon | Product/Style N.: | Product/Style N.: |
| Weight: 4.4-4.6oz depending on color | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.90 | $9.00 |
| Medium Order: 24-48 | $11.40 | $8.50 |
| Large Order: 49-144 | $10.75 | $8.00 |
| Special Order: 145+ | $10.00 | $7.70 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 66: Long Sleeve Micropique Sport-Wick Polo** | | |
| SKU#: PAST657 | | |
| Example Brand: ST657 | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% polyester tricot | Product/Style N.: | Product/Style N.: |
| Weight: 3.8oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $25.60 | $23.45 |
| Medium Order: 24-48 | $25.00 | $21.45 |
| Large Order: 49-144 | $24.00 | $20.45 |
| Special Order: 145+ | $23.45 | 19.95 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 67: Tall Long Sleeve Essential Tee** | | |
| SKU #: PCPC61 | | |

| | | |
|---|---|---|
| Example Brand: PC61LST | Manufacturer: | Manufacturer: Port and Company |
| Material: 100% soft spun cotton, 98/2 cotton poly, 90/10 cotton/poly depending on color | Product/Style N.: | Product/Style N.: PCPC61LST |
| Weight: 6.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $12.80 | $10.50 |
| Medium Order: 24-48 | $12.30 | $9.50 |
| Large Order: 49-144 | $11.55 | $9.00 |
| Special Order: 145+ | $10.75 | $8.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 68: Essential Tee** | | |
| SKU #: PCPC61 | | |
| Example Brand: Port & CO PC61 | Manufacturer: | Manufacturer: Port and Company |
| Material: 100% soft spun cotton, 98/2 cotton poly, 90/10 cotton/poly, 50/50 cotton/poly; depending on color | Product/Style N.: | Product/Style N.: |
| Weight: 6.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.60 | $5.65 |
| Medium Order: 24-48 | $7.30 | $5.15 |
| Large Order: 49-144 | $7.00 | $4.95 |
| Special Order: 145+ | $6.45 | $4.85 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 69: Essential Mock Turtleneck** | | |
| SKU #: PCPC61M | | |
| Example Brand: Port & Co PC61M | Manufacturer: | Manufacturer: Port and Company |
| Material: 100% soft spun cotton | Product/Style N.: | Product/Style N.: |
| Weight: 6.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $13.75 | $11.15 |
| Medium Order: 24-48 | $13.15 | $10.15 |
| Large Order: 49-144 | $12.30 | $9.65 |
| Special Order: 145+ | $12.00 | $9.55 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 70: Core Fleece Crewneck Sweatshirt** | | |
| SKU #: PCPC78 | | |
| Example Brand: PC78 | Manufacturer: | Manufacturer: Port and Company |
| Material: 50/50 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 7.8oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $16.40 | $13.75 |
| Medium Order: 24-48 | $15.70 | $12.75 |

| | | |
|---|---|---|
| Large Order: 49-144 | $14.70 | $12.50 |
| Special Order: 145+ | $14.10 | $12.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 71: Core Fleece Full-Zip Hooded Sweatshirt** | | |
| SKU #: PCPC78Z | | |
| Example Brand: PC78ZH | Manufacturer: | Manufacturer: Port and Company |
| Material: 50/50 cotton/poly fleece | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $28.10 | $25.00 |
| Medium Order: 24-48 | $27.20 | $23.00 |
| Large Order: 49-144 | $25.65 | $22.00 |
| Special Order: 145+ | $25.20 | $21.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 72: Relaxed Performance Lite** | | |
| SKU #: PG220 | | |
| Example Brand: 220 | Manufacturer: Peragon | Manufacturer: |
| Material: 100% lightweight polyester | Product/Style N.: Unisex Bahama Performance Hooded Long Sleeve T-Shirt - 220 | Product/Style |
| Weight: Not Listed | Material & Weight: 100% poly 3.5 oz | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $20.50 | $17.50 |
| Medium Order: 24-48 | $19.50 | $16.50 |
| Large Order: 49-144 | $18.60 | $16.00 |
| Special Order: 145+ | $17.90 | $15.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 73: Tultex Men's Blend Tee** | | |
| SKU#: | | |
| Example Brand: | Manufacturer: | Manufacturer:Tul Tex |
| Material: | Product/Style N.: | Product/Style N.: TT241 |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $10.10 | $6.20 |
| Medium Order: 24-48 | $9.70 | $5.20 |
| Large Order: 49-144 | $9.15 | $4.90 |
| Special Order: 145+ | $8.50 | $4.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 74: Short Sleeve Fishing Shirt** | | |
| SKU#: | | |
| Example Brand: | Manufacturer: Pro Celebrity | Manufacturer:BAW |

| | | |
|---|---|---|
| Material: | Product/Style N.: FST889 S/S Pro Fishing Shirt | Product/Style N.: 3100 |
| Weight: | Material & Weight: 2.36oz 100% poly | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors See BAW catalog for colors** |
| Small Order: 1-23 | $33.50 | $25.00 |
| Medium Order: 24-48 | $32.75 | $23.00 |
| Large Order: 49-144 | $31.50 | $22.00 |
| Special Order: 145+ | $30.00 | $21.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 75: Sonoma Softshell Jacket** | | |
| SKU#: | | |
| Example Brand: Dunbrooke DB5250 | Manufacturer: | Manufacturer: Dunbrooke |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $41.45 | $38.00 |
| Medium Order: 24-48 | $40.50 | $36.00 |
| Large Order: 49-144 | $38.85 | $35.00 |
| Special Order: 145+ | $38.00 | $34.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 76: Core Soft Shell Jacket** | | |
| SKU#: PAJ317 | | |
| Example Brand: J317 | Manufacturer: EXAMPLE Port Authority | Manufacturer: Port Authority |
| Material: 100% poly, 92/8 poly/spandex | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors - solid color pricing shown** | **All Colors** |
| Small Order: 1-23 | $36.75 | $34.00 |
| Medium Order: 24-48 | $36.00 | $32.00 |
| Large Order: 49-144 | $34.50 | $31.00 |
| Special Order: 145+ | $33.75 | $30.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| | *drastically different pricing, solids/heathers | |
| **Item 77: Micropique Sport-Wick Pocket Polo** | | |
| SKU#: PAST651 | | |
| Example Brand: ST651 | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% polyester tricot | Product/Style N.: | Product/Style N.: |
| Weight: 3.8oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $25.60 | $23.50 |
| Medium Order: 24-48 | $25.00 | $21.50 |
| Large Order: 49-144 | $24.00 | $20.50 |
| Special Order: 145+ | $23.45 | $20.00 |

| | | |
|---|---|---|
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 78: Core Blend Tee** | | |
| SKU#: PCPC55 | | |
| Example Brand: | Manufacturer: | Manufacturer: Port and Company |
| Material: 50/50 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.50 | $5.40 |
| Medium Order: 24-48 | $7.25 | $4.90 |
| Large Order: 49-144 | $7.00 | $4.40 |
| Special Order: 145+ | $6.45 | $4.30 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 79: Heavyweight Ring Spun Long Sleeve Tee** | | |
| SKU#: C6014 | | |
| Example Brand: | Manufacturer: | Manufacturer: Comfort Colors |
| Material: 100% ring spun cotton | Product/Style N.: | Product/Style N.: |
| Weight: 6.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $21.00 | $17.60 |
| Medium Order: 24-48 | $20.40 | $16.50 |
| Large Order: 49-144 | $19.50 | $16.00 |
| Special Order: 145+ | $18.75 | $15.90 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 80: Fleece Sleeve Swoosh Pullover Hoodie** | | |
| SKU#: NGNKDR1499 | | |
| Example Brand: | Manufacturer: | Manufacturer: Nike |
| Material: 80/20 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 8.2oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $61.00 | $57.50 |
| Medium Order: 24-48 | $60.00 | $55.50 |
| Large Order: 49-144 | $58.00 | $54.50 |
| Special Order: 145+ | $56.00 | $54.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 81: Short Sleeve Easy Care Shirt** | | |
| SKU#: PAS508 | | |
| Example Brand: | Manufacturer: | Manufacturer: Port Authority |
| Material: 55/45 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 4.5oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |

| | | |
|---|---|---|
| Small Order: 1-23 | $24.35 | $22.50 |
| Medium Order: 24-48 | $23.75 | $21.50 |
| Large Order: 49-144 | $22.75 | $20.50 |
| Special Order: 145+ | $22.25 | $20.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 82: Long Sleeve Easy Care Shirt** | | |
| SKU#: PAS608 | | |
| Example Brand: | Manufacturer: | Manufacturer: Port Authority |
| Material: 55/45 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 4.5oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $26.25 | $24.00 |
| Medium Order: 24-48 | $25.75 | $23.00 |
| Large Order: 49-144 | $24.50 | $22.00 |
| Special Order: 145+ | $24.00 | $21.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 83: Tall Select Snag-Proof Tactical Polo** | | |
| SKU#: CSTTLCS410 | | |
| Example Brand: | Manufacturer: | Manufacturer: Cornerstone |
| Material: Polyester | Product/Style N.: | Product/Style N.: |
| Weight: 6.6oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $34.00 | $31.25 |
| Medium Order: 24-48 | $33.25 | $29.25 |
| Large Order: 49-144 | $32.00 | $28.25 |
| Special Order: 145+ | $31.25 | $27.75 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 84: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction** | | |
| SKU#: CHK84 | | |
| Example Brand: Carhartt K84; CTK84 | Manufacturer: | Manufacturer: Carhartt |
| Material: 100% Cotton Jersey Knit | Product/Style N.: | Product/Style N.: |
| Weight: 6.75 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $31.75 | $19.00 |
| Medium Order: 24-48 | $31.00 | $18.00 |
| Large Order: 49-144 | $29.75 | $17.50 |
| Special Order: 145+ | $29.00 | $17.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 85: ANSI 107 Class 3 Waterproof Parka** | | |
| SKU#: CSTCSJ24SYL | | |

| | | |
|---|---|---|
| Example Brand: CornerStone CSJ24 | Manufacturer: | Manufacturer: Cornerstone |
| Material: 100% poly shell & lining | Product/Style N.: | Product/Style N.: |
| Weight: Not listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $79.00 | $73.45 |
| Medium Order: 24-48 | $77.50 | $71.45 |
| Large Order: 49-144 | $74.25 | $70.45 |
| Special Order: 145+ | $72.50 | $69.45 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 86: ANSI 107 Class 3 Mesh Tee** | | |
| SKU#: CSTCS202 | | |
| Example Brand: CornerStone CS202 | Manufacturer: | Manufacturer: Cornerstone |
| Material: 100% poly birdseye mesh | Product/Style N.: | Product/Style N.: |
| Weight: 4.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $22.20 | $20.25 |
| Medium Order: 24-48 | $21.75 | $19.25 |
| Large Order: 49-144 | $20.75 | $18.25 |
| Special Order: 145+ | $20.35 | $17.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 87: ANSI 107 Class 3 Mesh Long Sleeve Tee** | | |
| SKU#: CSTCS203 | | |
| Example Brand: CornerStone CS2023 | Manufacturer: | Manufacturer: Cornerstone |
| Material: 100% poly birdseye mesh | Product/Style N.: | Product/Style N.: |
| Weight: 4.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $27.75 | $25.50 |
| Medium Order: 24-48 | $27.00 | $24.50 |
| Large Order: 49-144 | $26.00 | $23.50 |
| Special Order: 145+ | $25.35 | $23.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 88: Heavy Cotton 100% Cotton Pocket T-Shirt** | | |
| SKU#: GI5300 | | |
| Example Brand: Gildan 5300 | Manufacturer: | Manufacturer: Gildan |
| Material: 100% US Cotton | Product/Style N.: | Product/Style N.: |
| Weight: 5.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.90 | $6.45 |
| Medium Order: 24-48 | $9.50 | $5.95 |
| Large Order: 49-144 | $8.90 | 5.85 |
| Special Order: 145+ | $8.35 | $5.80 |

| | | |
|---|---|---|
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 89: ANSI 107 Class 3 Heavy-Duty Fleece Full-Zip Hoodie** | | |
| SKU#: MAX620 | | |
| Example Brand: CornerStone CSF300 | Manufacturer: | Manufacturer: Cornerstone |
| Material: 100% polyester smooth-faced fleece | Product/Style N.: | Product/Style N.: |
| Weight: 8.6oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $51.15 | $47.40 |
| Medium Order: 24-48 | $50.00 | $45.40 |
| Large Order: 49-144 | $47.75 | $44.40 |
| Special Order: 145+ | $46.75 | $43.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 90: Short Sleeve Industrial Work Shirt** | | |
| SKU#: CSTSP24 | | |
| Example Brand: Red Kap SP24 | Manufacturer: | Manufacturer: Red Kap |
| Material: 65/35 poly/cotton w/ Touchtex | Product/Style N.: | Product/Style N.: |
| Weight: 4.25oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $20.25 | $18.25 |
| Medium Order: 24-48 | $19.90 | $17.25 |
| Large Order: 49-144 | $19.00 | $16.75 |
| Special Order: 145+ | $18.60 | $16.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 91: Tri-Blend Tee** | | |
| SKU#: PCPC330 | | |
| Example Brand: Port & Co PC330 | Manufacturer: | Manufacturer: Port and Company |
| Material: Tri-Blend | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.30 | $6.90 |
| Medium Order: 24-48 | $8.90 | $6.40 |
| Large Order: 49-144 | $8.50 | $5.90 |
| Special Order: 145+ | $7.75 | $5.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 92: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction** | | |
| SKU#: CHK87CBN01, or CARCTK87- HGR, HGRX | | |
| Example Brand: Carhartt K87 | Manufacturer: | Manufacturer: Carhartt |
| Material: 100% Cotton Jersey Kit | Product/Style N.: | Product/Style N.: |
| Weight: 6.75 oz | Material & Weight: | Material & Weight: |

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| PRICE PER ITEM | All Colors | All Colors |
|---|---|---|
| Small Order: 1-23 | $24.60 | $22.60 |
| Medium Order: 24-48 | $24.00 | $21.60 |
| Large Order: 49-144 | $23.00 | $21.10 |
| Special Order: 145+ | $22.50 | $20.60 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 93: Essential Rain Jacket** | | |
| SKU#: PAJ407 | | |
| Example Brand: Port Authority J407 | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% polyester | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $49.20 | $45.60 |
| Medium Order: 24-48 | $48.00 | $43.60 |
| Large Order: 49-144 | $46.00 | $42.60 |
| Special Order: 145+ | $44.85 | $41.60 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 94: Interlock Full-Zip** | | |
| SKU#: PAK809 | | |
| Example Brand: Port Authority K809 | Manufacturer: | Manufacturer:Port Authority |
| Material: 60/40 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 7.5oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $41.50 | $38.45 |
| Medium Order: 24-48 | $40.50 | $37.45 |
| Large Order: 49-144 | $38.75 | $36.45 |
| Special Order: 145+ | $38.00 | $35.45 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 95: Women's Interlock Cardigan** | | |
| SKU#: PAL807 | | |
| Example Brand: Port Authority L807 | Manufacturer: | Manufacturer:  Port Authority |
| Material: 60/40 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: 7.5oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $31.20 | $28.60 |
| Medium Order: 24-48 | $30.50 | $27.60 |
| Large Order: 49-144 | $29.25 | $26.60 |
| Special Order: 145+ | $28.50 | $26.10 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 96:  Orbit Polo** | | |

| | | |
|---|---|---|
| SKU#: OGOG133 | | |
| Example Brand: OGIO LOG133 | Manufacturer: | Manufacturer: OGIO |
| Material: 100% polyester | Product/Style N.: | Product/Style N.: |
| Weight: 4.4oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $35.40 | $29.40 |
| Medium Order: 24-48 | $34.60 | $28.40 |
| Large Order: 49-144 | $33.00 | $27.40 |
| Special Order: 145+ | $32.00 | $27.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 97: Sport-Wick CamoHex Fleece Hooded Pullover** | | |
| SKU#: PAST240 | | |
| Example Brand: Sport-Tek ST240 | Manufacturer: | Sport Tek |
| Material: 100% polyester | Product/Style N.: | Product/Style N.: |
| Weight: 5.5oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $43.50 | $38.45 |
| Medium Order: 24-48 | $12.75 | $37.45 |
| Large Order: 49-144 | $41.25 | $36.45 |
| Special Order: 145+ | $40.00 | $35.45 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 98: C2 TEE** | | |
| SKU#: BG5100 | | |
| Example Brand: C2 Momentec Brands 510000 | Manufacturer: | Manufacturer: Badger |
| Material: 100% polyester performance fabric | Product/Style N.: | Product/Style N.: |
| Weight: not listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.75 | $5.60 |
| Medium Order: 24-48 | $7.50 | $5.10 |
| Large Order: 49-144 | $7.10 | $5.00 |
| Special Order: 145+ | $6.60 | $4.90 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 99: Youth C2 Tee** | | |
| SKU#: BG5100 | | |
| Example Brand: C2 Momentec Brands 520000 | Manufacturer: | Manufacturer: Badger |
| Material: 100% polyester performance fabric | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.75 | $5.60 |
| Medium Order: 24-48 | $7.50 | $5.10 |
| Large Order: 49-144 | $7.25 | $5.00 |

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|---|---|---|
| Special Order: 145+ | $6.65 | $4.90 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 100: Men's Zone Performance T-Shirt** | | |
| SKU#: TT11 | | |
| Example Brand: Team 365 | Manufacturer: | Manufacturer: Team 365 |
| Material: 100% polyester interlock | Product/Style N.: | Product/Style N.: |
| Weight: 3.5oz/yd2 | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.80 | $6.00 |
| Medium Order: 24-48 | $8.50 | $5.90 |
| Large Order: 49-144 | $7.75 | $5.80 |
| Special Order: 145+ | $7.25 | $5.70 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 101: Youth Zone Performance T-Shirt** | | |
| SKU#: TT11Y | | |
| Example Brand: Team 365 | Manufacturer: | Manufacturer: Team 365 |
| Material: 100% polyester interlock | Product/Style N.: | Product/Style N.: |
| Weight: 3.5oz/yd2 | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.80 | $6.00 |
| Medium Order: 24-48 | $8.50 | $5.90 |
| Large Order: 49-144 | $7.75 | $5.80 |
| Special Order: 145+ | $7.25 | $5.70 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 102: Men's NBA Logo'd Reversible Jersey** | | |
| SKU#: AL-A115LA | | |
| Example Brand: Alleson Athletic 54685 | Manufacturer: | Manufacturer: Alleson |
| Material: 100% eXtreme mesh cationic colorfast poly, 70 denier tricot mesh | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $22.30 | $25.98 |
| Medium Order: 24-48 | $21.20 | $22.98 |
| Large Order: 49-144 | $20.25 | $18.82 |
| Special Order: 145+ | $19.50 | $16.82 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 103: Youth NBA Logo'd Reversible Jersey** | | |
| SKU#: AL-A115LY | | |
| Example Brand: Alleson Athletic 54785 | Manufacturer: | Alleson |

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| | | |
|---|---|---|
| Material: 100% eXtreme mesh cationic colorfast poly, 70 denier tricot mesh | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $22.30 | $25.98 |
| Medium Order: 24-48 | $21.20 | $22.98 |
| Large Order: 49-144 | $20.25 | $18.82 |
| Special Order: 145+ | $19.50 | $16.82 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 104: Reversible Jerseys** | | |
| SKU#: CPBBJP | | |
| Example Brand: Champro | Manufacturer: | Manufacturer: Champro |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.80 | $8.50 |
| Medium Order: 24-48 | $11.30 | $8.00 |
| Large Order: 49-144 | $10.70 | $7.75 |
| Special Order: 145+ | $9.95 | $7.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 105: Youth Reversible Jerseys** | | |
| SKU#: CPBBJPY | | |
| Example Brand: Champro | Manufacturer: | Manufacturer: Champro |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $10.10 | $8.50 |
| Medium Order: 24-48 | $9.70 | $8.00 |
| Large Order: 49-144 | $9.10 | $7.75 |
| Special Order: 145+ | $8.45 | $7.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 106: Sport-Tek CamoHex Tee** | | |
| SKU# PAST370 | | |
| Example Brand: Sport-Tek® ST370 | Manufacturer: | Manufacturer: Sport Tek |
| Material: 100% polyester interlock | Product/Style N.: | Product/Style N.: |
| Weight: 4 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $14.20 | $11.95 |
| Medium Order: 24-48 | $13.60 | $10.95 |
| Large Order: 49-144 | $12.75 | $10.45 |
| Special Order: 145+ | $12.20 | $9.95 |

| | | |
|---|---|---|
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 107: Unisex Jersey Short Sleeve Tee** | | |
| SKU#: B3001 | | |
| Example Brand: Bella+Canvas B3001 | Manufacturer: | Bella |
| Material: 100% Airlume combed & ring spun cotton | Product/Style N.: | Product/Style N.: |
| Weight: 4.2oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.70 | $7.20 |
| Medium Order: 24-48 | $9.30 | $6.20 |
| Large Order: 49-144 | $8.85 | $6.00 |
| Special Order: 145+ | $8.20 | $5.90 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 108: R-Tek Pro Fleece Full-Zip Jacket** | | |
| SKU#: PAF227 | | |
| Example Brand: Port Authority F227 | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% polyester R-Tek Pro Fleece | Product/Style N.: | Product/Style N.: |
| Weight: 7.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $50.00 | $46.25 |
| Medium Order: 24-48 | $49.00 | $44.25 |
| Large Order: 49-144 | $46.85 | $43.25 |
| Special Order: 145+ | $45.85 | $42.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 109: Women's R-Tek Pro Fleece Full-Zip Jacket** | | |
| SKU#: PAL227 | | |
| Example Brand: Port Authority L227 | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% polyester R-Tek Pro fleece | Product/Style N.: | Product/Style N.: |
| Weight: 7.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $48.35 | $35.75 |
| Medium Order: 24-48 | $47.35 | $32.75 |
| Large Order: 49-144 | $45.25 | $31.75 |
| Special Order: 145+ | $44.25 | $31.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 110: Women's Silk Touch Performance Polo** | | |
| SKU#: PAL540 | | |
| Example Brand: Port Authority L540 | Manufacturer: | Port Authority |
| Material: 100% poly double knit w/ PosiCharge tech | Product/Style N.: | Product/Style N.: |
| Weight: 4oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |

| | | |
|---|---|---|
| Small Order: 1-23 | $16.85 | $14.25 |
| Medium Order: 24-48 | $16.00 | $13.25 |
| Large Order: 49-144 | $15.40 | $12.75 |
| Special Order: 145+ | $15.00 | $12.65 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 111: Women's Pinpoint Mesh Zip Polo** | | |
| SKU#: PAL580 | Discontinued - No Comps that aren't in bid already | |
| Example Brand: Port Authority L580 | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% polyester | Product/Style N.: | Product/Style N.: |
| Weight: 4.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $ | $14.25 |
| Medium Order: 24-48 | $ | $13.25 |
| Large Order: 49-144 | $ | $12.75 |
| Special Order: 145+ | $ | $12.65 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 112: Heather Contender Polo** | | |
| SKU#: PAST660 | | |
| Example Brand: Sport-Tek ST660 | Manufacturer: EXAMPLE | Manufacturer: Sport tek |
| Material: 100% polyester jersey | Product/Style N.: | Product/Style N.: |
| Weight: 3.8oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $18.05 | $16.00 |
| Medium Order: 24-48 | $17.70 | $15.00 |
| Large Order: 49-144 | $17.00 | $14.75 |
| Special Order: 145+ | $16.60 | $14.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 113: Backpack** | | |
| SKU#: ZZBACKPACK | | |
| Example Brand: | Manufacturer: | Manufacturer: |
| Material: | Product/Style N.: BG208 | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $27.85 | $ |
| Medium Order: 24-48 | $27.25 | $ |
| Large Order: 49-144 | $26.10 | $ |
| Special Order: 145+ | $25.50 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 114: Youth Competitor Tee** | | |
| SKU#: PAYST350 | | |

| | | |
|---|---|---|
| Example Brand: Sport-Tek YST350 | Manufacturer: | Manufacturer: Sport tek |
| Material: Poly | Product/Style N.: | Product/Style N.: |
| Weight: 3.8oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.80 | $5.75 |
| Medium Order: 24-48 | $7.50 | $5.00 |
| Large Order: 49-144 | $7.10 | $4.75 |
| Special Order: 145+ | $6.60 | $4.65 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 115: Lightweight Competitor Tee** | | |
| SKU #: PAST350- | | |
| Example Brand: Sport-Tek ST350LS | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% Polyester interlock w/ PosiCharge Tech | Product/Style N.: | Product/Style N.: |
| Weight: 3.8 oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.90 | $6.60 |
| Medium Order: 24-48 | $8.50 | $6.10 |
| Large Order: 49-144 | $8.15 | $5.60 |
| Special Order: 145+ | $7.55 | $5.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 116: Ultra Cotton 100% US Cotton T-Shirt** | | |
| SKU#: GI2000 | | |
| Example Brand: Gildan 2000 | Manufacturer: | Manufacturer: Gildan |
| Material: 100% US Cotton, 50/50 cotton/poly, 99/1 cotton/poly, 90/10 cotton/poly; depending on color | Product/Style N.: | Product/Style N.: |
| Weight: 6oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.40 | $5.55 |
| Medium Order: 24-48 | $7.10 | $5.05 |
| Large Order: 49-144 | $6.80 | $4.80 |
| Special Order: 145+ | $6.30 | $4.70 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 117: Chouinard Adult Ringspun Cotton Comfort Colors Tee** | | |
| SKU#: CT1717 | | |
| Example Brand: Chouinard 1717 | Manufacturer: | Manufacturer: Comfort Colors |
| Material: Cotton | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $12.60 | $10.50 |
| Medium Order: 24-48 | $12.10 | $9.50 |
| Large Order: 49-144 | $11.45 | $9.00 |

| | | |
|---|---|---|
| Special Order: 145+ | $10.65 | $8.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 118: Canvas Youth T-shirt** | | |
| SKU#: BE3001Y | | |
| Example Brand: Canvas 3001Y | Manufacturer: Bella Canvas | Manufacturer: Bella |
| Material: 100% cotton | Product/Style N.: | Product/Style N.: |
| Weight: 4.2oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.00 | $6.70 |
| Medium Order: 24-48 | $8.70 | $6.20 |
| Large Order: 49-144 | $8.25 | $5.90 |
| Special Order: 145+ | $7.65 | $5.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 119: SoftStyle T-Shirt** | | |
| SKU#: GI64000 | | |
| Example Brand: Gildan 64000 | Manufacturer: Gildan | Manufacturer: gildan |
| Material: 100% cotton, 65/35% Poly/Cotton | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.50 | $5.55 |
| Medium Order: 24-48 | $7.20 | $5.05 |
| Large Order: 49-144 | $6.85 | $4.80 |
| Special Order: 145+ | $6.35 | $.4.70 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 120: SoftStyle Youth T-Shirt** | | |
| SKU#: GI6400B | | |
| Example Brand: Gildan | Manufacturer: Gildan | Manufacturer: Gildan |
| Material: 100% cotton, 65/35% Poly/Cotton | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $6.50 | $4.85 |
| Medium Order: 24-48 | $6.20 | $4.50 |
| Large Order: 49-144 | $5.95 | $4.25 |
| Special Order: 145+ | $5.50 | $4.20 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 121: T-Shirt** | | |
| SKU#: JE29M | | |
| Example Brand: Jerzees 29m | Manufacturer: Jerzees | Manufacturer:Jerzees |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |

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| **PRICE PER ITEM** | **All Colors** | **All Colors** |
|---|---|---|
| Small Order: 1-23 | $7.50 | $5.30 |
| Medium Order: 24-48 | $7.10 | $4.80 |
| Large Order: 49-144 | $6.85 | $4.50 |
| Special Order: 145+ | $6.30 | $4.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 122: B-Core Tee** | | |
| SKU#: BS412000 | | |
| Example Brand: B-Core 412000 | Manufacturer: | Manufacturer: Badger |
| Material: 100% poly | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $10.00 | $8.25 |
| Medium Order: 24-48 | $9.25 | $7.25 |
| Large Order: 49-144 | $8.75 | $6.95 |
| Special Order: 145+ | $8.00 | $6.85 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 123: Sport-Tek Hea Contender** | | |
| SKU#: PAST360 | | |
| Example Brand: Port Authority ST360 | Manufacturer: | Manufacturer: Port Authority |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.90 | $9.80 |
| Medium Order: 24-48 | $11.40 | $8.80 |
| Large Order: 49-144 | $10.75 | $8.30 |
| Special Order: 145+ | $10.00 | $8.20 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 124: Mineral Freeze Shirt** | | |
| SKU#: STKST330 | | |
| Example Brand: Sport-Tek ST-330 | Manufacturer: | Manufacturer: Sport tek |
| Material: 100% poly | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $12.60 | $8.25 |
| Medium Order: 24-48 | $12.10 | $7.25 |
| Large Order: 49-144 | $11.40 | $6.75 |
| Special Order: 145+ | $10.60 | $6.65 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 125: Youth Ultra Cotton 100% US Cotton T-Shirt** | | |

| | | |
|---|---|---|
| SKU#: GI2000B | | |
| Example Brand: Gildan 2000B | Manufacturer: | Manufacturer: Gildan |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight:6.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.00 | $5.30 |
| Medium Order: 24-48 | $6.70 | $4.80 |
| Large Order: 49-144 | $6.40 | $4.50 |
| Special Order: 145+ | $5.90 | $4.40 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 126: Ladies Essential T-Shirt** | | |
| SKU# PCLPC61 | | |
| Example Brand: Port & Co LPC61 | Manufacturer: | Manufacturer: Port and company |
| Material: 90/10 cotton/poly | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.80 | $6.70 |
| Medium Order: 24-48 | $8.40 | $6.20 |
| Large Order: 49-144 | $8.05 | $5.90 |
| Special Order: 145+ | $7.40 | $5.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 127: Pre-Shrunk Pocket Tee** | | |
| SKU#: CT6030 | | |
| Example Brand: Comfort Colors 6030 | Manufacturer: | Manufacturer: Comfort Colors |
| Material: Cotton | Product/Style N.: | Product/Style N.: |
| Weight: 6.1oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $15.10 | $12.65 |
| Medium Order: 24-48 | $14.40 | $11.65 |
| Large Order: 49-144 | $13.50 | $10.65 |
| Special Order: 145+ | $12.95 | $10.15 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 128: Men's Crew Neck Short Sleeve T-Shirt** | | |
| SKU#: BAWXT76 | | |
| Example Brand: eTreme-Tek XT76 | Manufacturer: | Manufacturer: BAW |
| Material: 100% poly | Product/Style N.: | Product/Style N.: |
| Weight: 4.2-5.5oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.70 | $6.70 |
| Medium Order: 24-48 | $8.30 | $6.20 |
| Large Order: 49-144 | $7.95 | $5.90 |

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|---|---|---|
| Special Order: 145+ | $7.30 | $5.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 129: Long Sleeve Core Blend Tee** | | |
| SKU#: PCPC55LS | | |
| Example Brand: Port & Co PC55L or PC55LS | Manufacturer: | Manufacturer: Port and Company |
| Material: 50/50 Cotton/Poly | Product/Style N.: | Product/Style N.: |
| Weight: 5.5oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.90 | $9.80 |
| Medium Order: 24-48 | $9.50 | $8.80 |
| Large Order: 49-144 | $8.95 | $8.30 |
| Special Order: 145+ | $8.30 | $8.20 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 130: Performance Tee** | | |
| SKU#: PCPC380 | | |
| Example Brand: Port & Co PC380 | Manufacturer: | Manufacturer: Port and Company |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $7.70 | $5.90 |
| Medium Order: 24-48 | $7.40 | $5.40 |
| Large Order: 49-144 | $7.00 | $5.10 |
| Special Order: 145+ | $6.50 | $5.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 131: Unisex Jersey Long Sleeve Tee** | | |
| SKU#: BE3501 | | |
| Example Brand: Bella & Canvas 3501 | Manufacturer: | Manufacturer: Bella |
| Material: Cotton | Product/Style N.: | Product/Style N.: |
| Weight: 4.2oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $14.10 | $11.85 |
| Medium Order: 24-48 | $13.50 | $10.85 |
| Large Order: 49-144 | $12.60 | $10.35 |
| Special Order: 145+ | $12.10 | $10.05 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 132: Ultra Cotton Adult Long-Sleeve T-Shirt (No Pocket)** | | |
| SKU# GI2400 | | |
| Example Brand: Gildan, G2400 | Manufacturer: | Manufacturer: Gildan |
| Material: 100 Preshrunk Cotton | Product/Style N.: | Product/Style N.: |
| Weight: 5.6 oz | Material & Weight: | Material & Weight: |

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| PRICE PER ITEM | All Colors | All Colors |
|---|---|---|
| Small Order: 1-23 | $12.60 | $10.40 |
| Medium Order: 24-48 | $12.10 | $9.40 |
| Large Order: 49-144 | $11.40 | $8.90 |
| Special Order: 145+ | $10.60 | $8.80 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 133: Adult Long Sleeve** | | |
| SKU#: GI5400 | | |
| Example Brand: Gildan 5400 | Manufacturer: | Manufacturer: Gildan |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: 5.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.70 | $9.45 |
| Medium Order: 24-48 | $11.20 | 8.45 |
| Large Order: 49-144 | $10.55 | $7.95 |
| Special Order: 145+ | $9.75 | $7.85 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 134: Youth Long Sleeve** | | |
| SKU#: GI5400B | | |
| Example Brand: Gildan 5400B | Manufacturer: | Manufacturer: Gildan |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: 5.3oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.30 | $9.15 |
| Medium Order: 24-48 | $10.90 | $8.15 |
| Large Order: 49-144 | $10.25 | $7.65 |
| Special Order: 145+ | $9.50 | $7.55 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 135: Long-Sleeve Workwear Pocket T-Shirt, Crew Neck** | | |
| SKU#: CHK126NAV, or CARCTK126HGR | | |
| Example Brand: Carhartt K126 | Manufacturer: Carhartt | Manufacturer: Carhartt |
| Material: 100% Cotton | Product/Style N.: CTK126 | Product/Style N.: |
| Weight: 6.75 oz | Material & Weight: 6.75-ounce, 100% cotton | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $31.75 | $29.00 |
| Medium Order: 24-48 | $31.00 | $27.00 |
| Large Order: 49-144 | $29.75 | $26.00 |
| Special Order: 145+ | $29.00 | $25.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |

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| **Item 136: Heaveyweight Ring Spun Long Sleeve Tee** | | |
|---|---|---|
| SKU#: CT6014 | | |
| Example Brand: Comfort Colors 6014 | Manufacturer: EXAMPLE | Manufacturer: Comfort Colors |
| Material: 100% cotton | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $16.20 | $17.50 |
| Medium Order: 24-48 | $15.60 | $15.50 |
| Large Order: 49-144 | $14.60 | $15.00 |
| Special Order: 145+ | $13.95 | 14.9 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 137: Long Sleeve Performance Tee** | | |
| SKU#: PC380LS | | |
| Example Brand: Port & Co PC380LS | Manufacturer: EXAMPLE | Manufacturer: Port and Company |
| Material: 100% poly | Product/Style N.: | Product/Style N.: |
| Weight: 3.8oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $10.30 | $7.85 |
| Medium Order: 24-48 | $9.90 | $6.85 |
| Large Order: 49-144 | $9.50 | $6.35 |
| Special Order: 145+ | $8.75 | $6.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 138: Men's Wicking Contrast Piping Polo** | | |
| SKU#: BGBG7220 | | |
| Example Brand: Blue Generation | Manufacturer: EXAMPLE | Manufacturer: |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $24.25 | $ |
| Medium Order: 24-48 | $23.75 | $ |
| Large Order: 49-144 | $22.75 | $ |
| Special Order: 145+ | $22.25 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 139: Performance 3 Button Placket Sport Shirt** | | |
| SKU#: ADA230 | | |
| Example Brand: Adidas A230 | Manufacturer: Adidas | Manufacturer: |
| Material: | Product/Style N.: EXAMPLE 100% recycled polyester | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $34.45 | $ |
| Medium Order: 24-48 | $33.75 | $ |

| | | |
|---|---|---|
| Large Order: 49-144 | $32.35 | $ |
| Special Order: 145+ | $31.60 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 140: Womens Performance Sport Shirt** | | |
| SKU#: ADA231 | | |
| Example Brand: Adidas A231 | Manufacturer: EXAMPLE | Manufacturer: Adidas |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $34.45 | $31.60 |
| Medium Order: 24-48 | $33.75 | $29.60 |
| Large Order: 49-144 | $32.35 | $29.10 |
| Special Order: 145+ | $31.60 | $29.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 141: Side Blocked Micropique Sport Wick Sport Shirt** | | |
| SKU#: PAST655 | | |
| Example Brand: | Manufacturer: | Manufacturer: Port Authority |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $23.50 | $21.75 |
| Medium Order: 24-48 | $23.00 | $20.75 |
| Large Order: 49-144 | $22.15 | $19.75 |
| Special Order: 145+ | $21.75 | $19.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 142: Tall Side Micropique Wicking Polo** | | |
| SKU#: PATST655 | | |
| Example Brand: Port Authority/Sport-Tek ST655 | Manufacturer: EXAMPLE | Manufacturer: Port Authority |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $24.50 | $22.55 |
| Medium Order: 24-48 | $24.00 | $21.55 |
| Large Order: 49-144 | $23.00 | $20.55 |
| Special Order: 145+ | $22.50 | $20.05 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 143: Competitor Polo** | | |
| SKU#: PAST550 | | |
| Example Brand: ST550 | Manufacturer: EXAMPLE | Manufacturer:Port Authority |
| Material: PosiCharge | Product/Style N.: | Product/Style N.: |

| Weight: | Material & Weight: | Material & Weight: |
|---|---|---|
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $14.05 | $11.60 |
| Medium Order: 24-48 | $13.40 | $10.60 |
| Large Order: 49-144 | $12.65 | $10.10 |
| Special Order: 145+ | $12.35 | $10.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 144: Men's Industrial S/S Work Shirt** | | |
| SKU#: RKSP24 | | |
| Example Brand: Red Kap SP24 | Manufacturer: EXAMPLE | Manufacturer: Red Kap |
| Material: Poly/Cotton | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $25.75 | $18.25 |
| Medium Order: 24-48 | $25.25 | $17.25 |
| Large Order: 49-144 | $24.25 | $16.25 |
| Special Order: 145+ | $23.65 | $15.25 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 145: Long Sleeve Industrial Work Shirt** | | |
| SKU#: CSTSP14 | | |
| Example Brand: Red Kap SP14 | Manufacturer: EXAMPLE | Manufacturer: Red Kap |
| Material: 63/35 poly/cotton | Product/Style N.: | Product/Style N.: |
| Weight: 4.25oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $28.50 | $21.75 |
| Medium Order: 24-48 | $28.00 | $21 |
| Large Order: 49-144 | $26.75 | $20.50 |
| Special Order: 145+ | $26.25 | $20.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 146: Solid Short Sleeve Shirt** | | |
| SKU#: CARCT105292 | | |
| Example Brand: Carhartt Force CT105292 | Manufacturer: EXAMPLE | Manufacturer: Carhartt |
| Material: 71/29 Poly/Nylon Chambray | Product/Style N.: | Product/Style N.: |
| Weight: 2.9oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $60.00 | $56.00 |
| Medium Order: 24-48 | $59.00 | $53.00 |
| Large Order: 49-144 | $56.50 | $52.00 |
| Special Order: 145+ | $55.00 | $51.00 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |

| **Item 147: Cruiser men's Twill Bowling Shirt** | | |
|---|---|---|
| SKU#: HILHP2243 | | |
| Example Brand: Hilton HP2243 | Manufacturer: Staton | Manufacturer: |
| Material: Cotton/Poly | Product/Style N.: 60% cotton/40 polyester | Product/Style N.: |
| Weight: | Material & Weight: n/a | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $30.60 | $ |
| Medium Order: 24-48 | $30.00 | $ |
| Large Order: 49-144 | $28.75 | $ |
| Special Order: 145+ | $28.00 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 148: Audlt Poplin Print Camp Shirt** | | |
| SKU#: BGBG3107 | | |
| Example Brand: Blue Generation | Manufacturer: | Manufacturer: |
| Material: Cotton/Poly | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $31.25 | $ |
| Medium Order: 24-48 | $30.50 | $ |
| Large Order: 49-144 | $29.25 | $ |
| Special Order: 145+ | $28.75 | $ |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $_____, XXL $_____, XXXL $_____ |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 149: 1/4-Zip Pullover Sweatshirt** | | |
| SKU#: PCPC78 | | |
| Example Brand: Port & Co. PC78Q | Manufacturer: EXAMPLE | Manufacturer: Port and Company |
| Material: Fleece | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $20.10 | $18.00 |
| Medium Order: 24-48 | $19.70 | $17.00 |
| Large Order: 49-144 | $18.90 | $16.00 |
| Special Order: 145+ | $18.50 | $15.50 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL_$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 150: Competitor Hooded Pullover** | | |
| SKU#: STKST358 | | |
| Example Brand: Sport-Tek ST358 | Manufacturer: EXAMPLE | Manufacturer: Sport tek |
| Material: PosiCharge | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $15.70 | $13.25 |
| Medium Order: 24-48 | $15.10 | $12.25 |

| | | |
|---|---|---|
| Large Order: 49-144 | $14.15 | $11.75 |
| Special Order: 145+ | $13.55 | $11.65 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **Item 151: Ladies Concept Long Pocket Cardigan** | | |
| SKU#: PALK5434 | | |
| Example Brand: Port Authority LK5434 | Manufacturer: EXAMPLE | Manufacturer: Port Authority |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $34.75 | $32.20 |
| Medium Order: 24-48 | $34.00 | $30.20 |
| Large Order: 49-144 | $32.50 | $29.20 |
| Special Order: 145+ | $31.85 | $29.20 |
| Size Pricing: | S – XL see above, XXL +$1.75, XXXL +$2.50 | S – XL $___, XXL __$2.00, XXXL _$3.00 |
| Size Pricing: | XXXXL +$3.25, XXXXXL +$4.00, +XLT $1.75 | XXXXL _$4.00_, XXXXXL _$5.00_, XLT $___ |
| **HATS** | | |
| **Item 1: Trucker Cap** | | |
| SKU# RI112 | | |
| Example Brand: Richardson 112P | Manufacturer: EXAMPLE Richardson | Manufacturer: Richardson |
| Material: 60% Cotton, 40% Polyester | Product/Style N.: 112 printed trucker | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $14.69 | $9.95 |
| Medium Order: 24-48 | $14.00 | $8.95 |
| Large Order: 49-144 | $13.25 | $8.45 |
| Special Order: 145+ | $12.95 | $8.35 |
| Size Pricing: OSFA | $ | $ |
| **Item 2: Adult cold weather knit cap with 3-inch folding cuff** | | |
| SKU #: PCCP90 | | |
| Example Brand: Port & Company® - Knit Cap. CP90 | Manufacturer: EXAMPLE | Manufacturer: Port and Company |
| Material: 100% acrylic | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $4.60 | $3.40 |
| Medium Order: 24-48 | $4.40 | $3.30 |
| Large Order: 49-144 | $4.00 | $3.20 |
| Special Order: 145+ | $3.80 | $3.10 |
| Size Pricing: OSFA | $ | $ |
| **Item 3: Trucker Snapback Cap** | | |
| SKU #: PC104C | | |
| Example Brand: 104C | Manufacturer: EXAMPLE | Manufacturer: Port and Company |
| Material: Poly/Cotton blend | Product/Style N.: | Product/Style N.: |

| | | |
|---|---|---|
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.35 | $7.20 |
| Medium Order: 24-48 | $8.90 | $6.20 |
| Large Order: 49-144 | $8.10 | $6.00 |
| Special Order: 145+ | $7.95 | $5.90 |
| Size Pricing: OSFA | $ | $ |
| **Item 4: Six-Panel Unstructured Twill Cap** | | |
| SKU #: PCC914BLK | | |
| Example Brand: C914 | Manufacturer: EXAMPLE | Manufacturer:  Port and Company |
| Material: 80/20 Poly/cotton | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $6.60 | $5.00 |
| Medium Order: 24-48 | $6.30 | $4.50 |
| Large Order: 49-144 | $5.75 | $4.40 |
| Special Order: 145+ | $5.55 | $4.30 |
| Size Pricing: OSFA | $ | $ |
| **Item 5: Knit Skull Cap** | | |
| SKU #: PCCP94BLK | | |
| Example Brand: CP94 | Manufacturer: Port Authority | Manufacturer: Port and Company |
| Material: 100% acrylic or 68/32 poly/acrylic depending on color | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $4.80 | $3.55 |
| Medium Order: 24-48 | $4.60 | $3.45 |
| Large Order: 49-144 | $4.20 | $3.35 |
| Special Order: 145+ | $4.00 | $3.25 |
| Size Pricing: OSFA | $ | $ |
| **Item 6: ProFlex Adjustable Trucker Cap** | | |
| SKU #: ODFLX672M-WHT | | |
| Example Brand: FLX672M | Manufacturer: Team 365 | Manufacturer: Out Door |
| Material: Cotton Twill, Mesh Back Panel, Silicone Back Tab | Product/Style N.: Pro-Formance® Front Sweep Cap - ATB102 | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors  See Outdoor Catalog** |
| Small Order: 1-23 | $11.60 | $10.00 |
| Medium Order: 24-48 | $11.10 | $9.00 |
| Large Order: 49-144 | $10.25 | $8.50 |
| Special Order: 145+ | $10.00 | $8.40 |
| Size Pricing: OSFA | $ | $ |
| **Item 7:  Ultima Cap** | | |
| SKU #: CPHC1 | | |
| Example Brand: Champro HC1 | Manufacturer: EXAMPLE | Manufacturer: Champro |
| Material: | Product/Style N.: | Product/Style N.: |

| | | |
|---|---|---|
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors See Champro Catalog** |
| Small Order: 1-23 | $16.00 | $13.60 |
| Medium Order: 24-48 | $15.30 | $12.60 |
| Large Order: 49-144 | $14.70 | $12.10 |
| Special Order: 145+ | $14.40 | $12.00 |
| Size Pricing: OSFA | $ | $ |
| **Item 8: Caps <color>** | | |
| SKU #: ZZCAP | | |
| Example Brand: | Manufacturer: Cap America | Manufacturer: |
| Material: | Product/Style N.: i1002 Classic Dad Cap | Product/Style N.: |
| Weight: | Material & Weight: Washed Chino Twill with Fabric Strap and Brass Buckle | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $9.60 | $ |
| Medium Order: 24-48 | $9.20 | $ |
| Large Order: 49-144 | $8.35 | $ |
| Special Order: 145+ | $8.20 | $ |
| Size Pricing: OSFA | $ | $ |
| **Item 9: Outdoor Ventilated Wide Brim Hat** | | |
| SKU #: PAC947 | | |
| Example Brand: Port Authority C947 | Manufacturer: EXAMPLE | Manufacturer: Port Authority |
| Material: 100% poly air mesh & 75/25 poly/nylon ripstop | Product/Style N.: | Product/Style N.: |
| Weight: Not listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $21.65 | $19.65 |
| Medium Order: 24-48 | $21.20 | $18.65 |
| Large Order: 49-144 | $20.30 | $17.65 |
| Special Order: 145+ | $19.85 | $17.15 |
| Size Pricing: OSFA | $ | $ |
| **Item 10: Marled Beanie** | | |
| SKU #: RI130RGC | | |
| Example Brand: Richardson 113 | Manufacturer: Richardson | Manufacturer: Richardson |
| Material: 100% acrylic | Product/Style N.: 130 Marled Beanie | Product/Style N.: 130 |
| Weight: Not listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $11.15 | $8.85 |
| Medium Order: 24-48 | $10.65 | $7.85 |
| Large Order: 49-144 | $9.80 | $7.35 |
| Special Order: 145+ | $9.60 | $7.25 |
| Size Pricing: OSFA | $ | $ |
| **Item 11: Hood River Cap** | | |
| SKU #: RI173GRNAV | | |
| Example Brand: Richardson 173 | Manufacturer: EXAMPLE | Manufacturer: Richardson |
| Material: 98/2 poly/spandex (Front), 95/5 poly/spandex (Back) | Product/Style N.: | Product/Style N.: |

| | | |
|---|---|---|
| Weight: not listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $16.95 | $14.35 |
| Medium Order: 24-48 | $16.15 | $13.35 |
| Large Order: 49-144 | $15.50 | $13.25 |
| Special Order: 145+ | $15.15 | $12.95 |
| Size Pricing: OSFA | $ | $ |
| **Item 12: Pro Twill Snapback** | | |
| SKU #: RI212GRNAV | | |
| Example Brand: Richardson 212 | Manufacturer: EXAMPLE | Manufacturer: Richardson |
| Material: 60/40 Cotton/Polyester | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $10.30 | $8.25 |
| Medium Order: 24-48 | $9.85 | $7.25 |
| Large Order: 49-144 | $9.00 | $6.95 |
| Special Order: 145+ | $8.90 | $6.85 |
| Size Pricing: OSFA | $ | $ |
| **Item 13: Solid Knit** | | |
| SKU #: RIR15NAV | | |
| Example Brand: Richardson R15 | Manufacturer: EXAMPLE | Manufacturer: Richardson |
| Material: 100% Acrylic | Product/Style N.: | Product/Style N.: |
| Weight: Not listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $5.85 | $4.35 |
| Medium Order: 24-48 | $5.60 | $4.05 |
| Large Order: 49-144 | $5.10 | $3.95 |
| Special Order: 145+ | $4.85 | $3.85 |
| Size Pricing: OSFA | $ | $ |
| **Item 14: Microfleece Headband** | | |
| SKU #: RIR22NAV | EXAMPLE DISCONTINUED | |
| Example Brand: Richardson R22 | Manufacturer: Momentec | Manufacturer: Richardson |
| Material: 100% Polyester | Product/Style N.: Badger Sport Headband 030000 | Product/Style N.: |
| Weight: not listed | Material & Weight: 80/20 poly/span | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $6.95 | $6.00 |
| Medium Order: 24-48 | $6.65 | $5.50 |
| Large Order: 49-144 | $6.00 | $5.20 |
| Special Order: 145+ | $5.85 | $5.10 |
| Size Pricing: OSFA | $ | $ |
| **Item 15: Adult Ranger Cap** | | |
| SKU #: JATW5505BLC2 | | |
| Example Brand: J America TW5505 | Manufacturer: Imperial | Manufacturer: J America |
| Material: | Product/Style N.: 1986 - Catch & Release Adjustable Mesh Back | Product/Style N.: |

| | | |
|---|---|---|
| Weight: Not Listed | Material: Oeko-Tex(R) Standard 100 Fabric Garment Washed Cotton & Poly Mesh | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $20.45 | $9.55 |
| Medium Order: 24-48 | $20.00 | $8.55 |
| Large Order: 49-144 | $19.25 | $8.05 |
| Special Order: 145+ | $18.75 | $7.95 |
| Size Pricing: OSFA | $ | $ |
| **Item 16: Twill Mesh Back Structured Cap** | | |
| SKU #: RC112 | | |
| Example Brand: Richardson 112 | Manufacturer: EXAMPLE | Manufacturer: Richardson |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $12.25 | $9.95 |
| Medium Order: 24-48 | $11.75 | $8.95 |
| Large Order: 49-144 | $10.95 | $8.45 |
| Special Order: 145+ | $10.70 | $8.35 |
| Size Pricing: OSFA | $ | $ |
| **Item 17: Sun River Wide Brim Stay Dri** | | |
| SKU #: RC910SRCBLK | | |
| Example Brand: Richardson 910 | Manufacturer: EXAMPLE | Manufacturer: Richardson |
| Material: Nylon | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $38.00 | $35.50 |
| Medium Order: 24-48 | $37.35 | $33.50 |
| Large Order: 49-144 | $35.75 | $32.50 |
| Special Order: 145+ | $34.95 | $32.00 |
| Size Pricing: OSFA | $ | $ |
| **Item 18: Laser Pref Performance Rope Cap** | | |
| SKU #: RC3555SBLK01 | | |
| Example Brand: RC  355 | Manufacturer: EXAMPLE | Manufacturer: Richardson |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: Not Listed | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $17.80 | $15.50 |
| Medium Order: 24-48 | $17.20 | $14.50 |
| Large Order: 49-144 | $16.50 | $14.00 |
| Special Order: 145+ | $16.15 | $13.50 |
| Size Pricing: OSFA | $ | $ |
| **Item 19: Trucker Snapback Cap** | | |
| SKU #: | | |
| Example Brand: Pacific Headwear 104C | Manufacturer: EXAMPLE | Manufacturer: Pacific Cap |
| Material: | Product/Style N.: | Product/Style N.: |

**PRICING FOR RFP #26-051**
**EXHIBIT C**
**APRIL 28, 2026 @ 2:00 PM**

| Weight: Not Listed | Material & Weight: | | | Material & Weight: | | |
|---|---|---|---|---|---|---|
| **PRICE PER ITEM** | **All Colors** | | | **All Colors** | | |
| Small Order: 1-23 | $9.35 | | | $7.30 | | |
| Medium Order: 24-48 | $8.90 | | | $6.30 | | |
| Large Order: 49-144 | $8.10 | | | $6.10 | | |
| Special Order: 145+ | $7.95 | | | $6.00 | | |
| Size Pricing: OSFA | $ | | | $ | | |
| | | | | | | |
| **ADDITIONAL ITEMS FOR RFP #26-051** | | | | | | |
| **Quantities of 500+** | | | | | | |
| | **SMALL LEFT CHEST TO MAXIMUM AREA** | | | **SMALL LEFT CHEST TO MAXIMUM AREA** | | |
| | **One Location** | **Two Locations** | | **One Location** | **Two Locations** | |
| 1 Color Screen | $1.40 | $2.60 | | $2.25 | $4.40 | |
| 2 Color Screen | $1.65 | $2.85 | | $2.60 | $5.10 | |
| 3 Color Screen | $2.10 | $3.30 | | $3.05 | $6.00 | |
| 4 Color Screen | $2.55 | $3.75 | | $3.40 | $6.70 | |
| 5 Color Screen | $2.95 | $4.20 | | $3.75 | $7.40 | |
| 6 Color Screen | $3.40 | $4.60 | | $4.10 | $8.10 | |
| **Additional Charges:** | | | | | | |
| Silk-Screen Set-Up Fee – One Time Charge for Each New Screen per Color (Silk-Screen Set-Up Fee will not be allowed on any repeat orders) | | $13.75 | per color | | $30.00 | per color |
| Embroidery Tape/Punch Fee - One Time Charge for Each New Set-Up (Embroidery Tape/Punch Fee will not be allowed on any repeat orders) | | $50.00 | per color | | $50.00 | per color |
| **NON ELECTRIC CLOTHING NEEDING EMBROIDERY** | | | | | | |
| Embroider City or Dept. Logo – One Color | | $5.00 | per shirt/cap | | $8.00 | per shirt/cap |
| Embroider City or Dept. Logo – Two Color | | $5.00 | per shirt/cap | | $8.00 | per shirt/cap |
| Embroider Logo – 5 Color | | $5.50 | per shirt/cap | | $8.00 | per shirt/cap |
| Embroider – 6 Color | | $5.50 | per shirt/cap | | $8.00 | per shirt/cap |
| Embroider Department Name (Up to 30 Letters) | | $5.00 | per shirt/cap | | $8.00 | per shirt/cap |
| Embroider Employee Name(Up to 20 Letters) | | $5.00 | per shirt/cap | | $8.00 | per shirt/cap |
| Embroider Employee Rank (Up to 20 Letters) | | $5.00 | per shirt/cap | | $8.00 | per shirt/cap |
| 1” - 2” Any Color Capital Block Lettering (Iron-On Type) | | $1.25 | per letter | | $1.50 | per letter |
| 2.5” – 3.5” Any Color Capital Block Lettering (Iron-On Type) | | $1.50 | per letter | | $1.50 | per letter |
| Hourly Rate for Design/Artwork Preparation | | $30.00 | per letter | | $30.00 | per letter |
| Rush Order Charge, For Work Required Within Five (5) Working Days | | 0 | per letter | | $30.00 | per letter |
| **ELECTRIC CLOTHING NEEDING EMBROIDERY** | | | | | | |

**PRICING FOR RFP #26-051**
**EXHIBIT C**
**APRIL 28, 2026 @ 2:00 PM**

| | | | | | | |
|---|---|---|---|---|---|---|
| Embroider City or Dept. Logo – One Color | | $5.00 | per shirt/cap | | $ | per shirt/cap |
| Embroider City or Dept. Logo – Two Color | | $5.00 | per shirt/cap | | $ | per shirt/cap |
| Embroider Logo – 5 Color | | $5.50 | per shirt/cap | | $ | per shirt/cap |
| Embroider – 6 Color | | $5.50 | per shirt/cap | | $ | per shirt/cap |
| Embroider Department Name (Up to 30 Letters) | | $5.00 | per shirt/cap | | $ | per shirt/cap |
| Embroider Employee Name(Up to 20 Letters) | | $5.00 | per shirt/cap | | $ | per shirt/cap |
| Embroider Employee Rank (Up to 20 Letters) | | $5.00 | per shirt/cap | | $ | per shirt/cap |
| 1” - 2” Any Color Capital Block Lettering (Iron-On Type) | | $1.00 | per letter | | $ | per letter |
| 2.5” – 3.5” Any Color Capital Block Lettering (Iron-On Type) | | $1.25 | per letter | | $ | per letter |
| Hourly Rate for Design/Artwork Preparation | | $30.00 | per letter | | $ | per letter |
| Rush Order Charge, For Work Required Within Five (5) Working Days | | 0 | per letter | | $ | per letter |
| **Percentage off of list price for any items not included in bid** | **0-20%** | | | **20%** | | |
| **Additional charges not specifically addressed:** | | | | | | |
| | | color or PMS matching | $50.00 | | $12.00 per screen if design is more than one color | |
| | | ink change fee | $15.00 | | | |
| | | digitizing new art to embroidery | $50.00 | | | |
| | | *all SKU pricing is for blank garments/headwear* | | | | |

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**Items listed represent past items purchased by the City. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Items will be ordered on an as-needed basis.**

| | CC Creations | M & M Apparel |
|---|---|---|
| **Item 1: Commuter Backpack** | | |
| SKU#: PABG205 | | |
| Example Brand: Port Authority BG205 | Manufacturer: EXAMPLE | Manufacturer: Port Authority |
| Material: 1,680 denier ballistic Polyester | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $46.25 | $42.90 |
| Medium Order: 24-48 | $45 | $39.90 |
| Large Order: 49-144 | $43.45 | $38.90 |
| Special Order: 145+ | $42.25 | $37.90 |
| Size Pricing: | S – XL N/A XXL N/A XXXL $_____, | S – XL $_____, XXL $_____, XXXL $_____, |
| Size Pricing: | XXXXL $_____, XXXXXL $_____, XLT $_____ | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 2: 1900 Performance Activity Mask** | | |
| SKU#: BG1900 | EXAMPLE DISCONTINUED | |
| Example Brand: 1900 | Manufacturer: Paragon | Manufacturer: |
| Material: | Product/Style N.: Sun Neck Gaiter - 290 | Product/Style N.: |
| Weight: | Material & Weight: 3.5oz, 100% microfiber polyester | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.25 | $ |
| Medium Order: 24-48 | $8 | $ |
| Large Order: 49-144 | $7.60 | $ |
| Special Order: 145+ | $7 | $ |
| Size Pricing: | S – XL N/A to all XXL $_____, XXXL $_____, | S – XL $_____, XXL $_____, XXXL $_____, |
| Size Pricing: | XXXXL $_____, XXXXXL $_____, XLT $_____ | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 3: 1950 Fit Flex Performance Mask** | | |
| SKU#: BG1950 | | |
| Example Brand: 1950 | Manufacturer: EXAMPLE DISCONTINUED - see above | Manufacturer: |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $ | $ |
| Medium Order: 24-48 | $ | $ |
| Large Order: 49-144 | $ | $ |
| Special Order: 145+ | $ | $ |
| Size Pricing: | S – XL N/A to all XXL $_____, XXXL $_____, | S – XL $_____, XXL $_____, XXXL $_____, |
| Size Pricing: | XXXXL $_____, XXXXXL $_____, XLT $_____ | XXXXL $_____, XXXXXL $_____, XLT $_____ |

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| **Item 4: Coverall** | | |
|---|---|---|
| SKU#: ZZCOV | | |
| Example Brand: | Manufacturer: | Manufacturer: |
| Material: | Product/Style N.: | Product/Style N.: |
| Weight: | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $53.25 | $ |
| Medium Order: 24-48 | $52 | $ |
| Large Order: 49-144 | $49.95 | $ |
| Special Order: 145+ | $48 | $ |
| Size Pricing: | S – XL $see above, XXL +$1.75, XXXL +$2.50, | S – XL $_____, XXL $_____, XXXL $_____, |
| Size Pricing: | XXXXL $3.25, XXXXXL $4.00, XLT $2.50 | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 5: Cotton Canvas Tote** | | |
| SKU#: BG424 | | |
| Example Brand: Port Authority | Manufacturer: | Manufacturer: Port Authority |
| Material: 100% cotton canvas | Product/Style N.: | Product/Style N.: |
| Weight: 12oz | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $8.50 | $6.38 |
| Medium Order: 24-48 | $8 | $5.38 |
| Large Order: 49-144 | $7.75 | $5.08 |
| Special Order: 145+ | $7.25 | $4.98 |
| Size Pricing: | S – XL N/A to all XXL $_____, XXXL $_____, | S – XL $_____, XXL $_____, XXXL $_____, |
| Size Pricing: | XXXXL $_____, XXXXXL $_____, XLT $_____ | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **Item 6: Economical Tote** | | |
| SKU#: QTB-NAT | | |
| Example Brand: Q-Tees | Manufacturer: | Manufacturer: Q-Tees |
| Material: 100% Cotton | Product/Style N.: | Product/Style N.: |
| Weight: 6oz/yd | Material & Weight: | Material & Weight: |
| **PRICE PER ITEM** | **All Colors** | **All Colors** |
| Small Order: 1-23 | $2.50 | $3.90 |
| Medium Order: 24-48 | $2.40 | $3.50 |
| Large Order: 49-144 | $2.30 | $3.40 |
| Special Order: 145+ | $2.15 | $3.30 |
| Size Pricing: | S – XL N/A to all XXL $_____, XXXL $_____, | S – XL $_____, XXL $_____, XXXL $_____, |
| Size Pricing: | XXXXL $_____, XXXXXL $_____, XLT $_____ | XXXXL $_____, XXXXXL $_____, XLT $_____ |
| **NAMETAGS & BADGES — 2 SKUs**<br>**Item 7: 1" X 3" GOLD NAMETAG** | | |
| SKU: NAMEID | Manufacturer: | Manufacturer: M&M Apparel |
| Example Brand: #576-SFROST | Garment Design: | Garment Design: |
| Material: PLASTIC | Material & Weight: | Material & Weight: |
| Weight: Not listed | **All Colors:** | **All Colors:** |

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|---|---|---|---|---|
| **PRICE PER ITEM:** | Small Order: 1-23 | $8.25 | Small Order: 1-23 | $12.00 |
| | Medium Order: 24-48 | $8.25 | Medium Order: 24-48 $8.25 | $ |
| | Large Order: 49-144 | $8.25 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $8.25 | Special Order: 145+ | $ |
| **Item 8: Catania Medallic Specialty Die Struck 3/4" lapel pin** | | | | |
| SKU: ASI-BTN-PIN | Manufacturer: | | Manufacturer: | |
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: Medallic Specialty Die | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $7.45 | Small Order 1-23 | $ |
| | Medium Order: 24-48 | $6.75 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $5.25 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $5.15 | Special Order: 145+ | $ |
| **BAGS & ACCESSORIES — 12 SKUs**<br>**Item 9: 630 GOLF BAG TAG W/ TEES BY KEYSTONE** | | | | |
| SKU: ASI | Manufacturer: | | Manufacturer: | |
| Example Brand: 630 | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: 8oz | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 N/A - VENDOR MOQ 150 | | Small Order: 1-23 | $ |
| | Medium Order: 24-48 N/A VENDOR MOQ 150 | | Medium Order: 24-48 | $ |
| | Large Order: 49-144 N/A VENDOR MOQ 150 | | Large Order: 49-144 | $ |
| | Special Order: 145+ | $1.50 ea | Special Order: 145+ | $ |
| **Item 10: Bel Promo - ASC16M - 16 oz. Color Changing Mood Stadium Cups - GREEN** | | | | |
| SKU: ASI-DRNK-PLCUP | Manufacturer: EXAMPLE 1 color miprint quoted | | Manufacturer: Bell Promo | |
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: 16 oz | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $2.65 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $2.15 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $1.75 | Large Order: 49-144 | $1.70 |
| | Special Order: 145+ | $1.25 | Special Order: 145+ | $ |
| **Item 11: BG223 Port Authorit Exec Backpack - Black** | | | | |
| SKU: PABG223BLK | Manufacturer: | | Manufacturer: Port Authority | |
| Example Brand: BG223 | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $52.00 | Small Order: 1-23 | $60.00 |
| | Medium Order: 24-48 | $51.00 | Medium Order 24-48 | $57.00 |
| | Large Order: 49-144 | $48 | Large Order: 49-144 | $56.00 |
| | Special Order: 145+ | $45 | Special Order: 145+ | $55.00 |

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| **Item 12: OAD108R OAD Jumbo Recycled Midweight Gusseted Canvas Tote- Natural** | | | | |
| SKU: OAD108RNAT | Manufacturer: | | Manufacturer: | |
| Example Brand: OAD108R | Garment Design: | | Garment Design: | |
| Material: RecycledCanvas | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $8 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $7.50 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $7.15 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $7 | Special Order: 145+ | $ |
| **Item 13: 0262-3M-1C MAGNETIC KOLDER KADDY KOOZIE - EMERALD** | | | | |
| SKU: ASI-KOOZIE | Manufacturer: | | Manufacturer: Numo | |
| Example Brand: 0262-3M-1C | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $6.50 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $6.35 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $6.25 | Large Order: 49-144 | $8.42 |
| | Special Order: 145+ | $6 | Special Order 145+ | $7.53 |
| **Item 306: 7021 BEACH TOWEL BY HIT - BLUE** | | | | |
| SKU: ASI-TOWEL | Manufacturer: | | Manufacturer: Hit Promo | |
| Example Brand: 7021 | Garment Design: | | Garment Design: | |
| Material: TOWEL | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 N/A VENDOR MOQ 24 | | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $15 | Medium Order: 24-48 | $22.20 |
| | Large Order: 49-144 | $13.25 | Large Order: 49-144 | $19.30 |
| | Special Order: 145+ | $12.69 | Special Order: 145+ | $16.78 |
| **Item 14: 16237 DUFFLE BAG** | | | | |
| SKU: ASI-BAG-ATHL | Manufacturer: | | Manufacturer: Koozie Group | |
| Example Brand: 16237 | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $63.50 | Small Order: 1-23 | $63.47 |
| | Medium Order: 24-48 | $57.75 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $52.50 | Large Order: 49-144 | $57.70 |
| | Special Order: 145+ | $47.75 | Special Order: 145+ | $47.71 |
| **Item 15: GILL LINE-82001-Natural Leather Coaster** | | | | |
| SKU: ASI-COASTER | Manufacturer: | | Manufacturer: | |
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: Leather | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| | Small Order: 1-23 MOQ 250 | | Small Order: 1-23 | $ |

| | | | | |
|---|---|---|---|---|
| **PRICE PER ITEM:** | Medium Order: 24-48 MOQ 250 | | Medium Order: 24-48 | $ |
| | Large Order: 49-144 MOQ 250 | | Large Order: 49-144 | $ |
| | Special Order: 145+ MOQ 250 - $2.75 | | Special Order: 145+ | $ |
| **Item 16: EVANS - 7725 - Granada Velvet-Touch - BLUE** | | | | |
| SKU: ASI-WRITING | Manufacturer: | | Manufacturer: Evans | |
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** Red, Blue, Black,Lime and Brown | |
| **PRICE PER ITEM:** | Small Order: 1-23 MOQ 150 | | Small Order: 1-23 | $ |
| | Medium Order: 24-48 MOQ 150 | | Medium Order: 24-48 | $ |
| | Large Order: 49-144 MOQ 150 | | Large Order: 49-144 | $ |
| | Special Order: 145+ | $2.05 | Special Order: 145+ | $2.05 |
| **Item 17: 2600-22 TWO TIER 12 CAN LUNCH COOLER** | | | | |
| SKU: ASI-COOLER | Manufacturer: | | Manufacturer: PCNA | |
| Example Brand: 2600-22 | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $22.98 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $21.92 | Medium Order: 24-48 | $28.97 |
| | Large Order: 49-144 | $21.52 | Large Order: 49-144 | $27.82 |
| | Special Order: 145+ | $21.10 | Special Order: 145+ | $25.52 |
| **Item 18: HIt-7025 Recycled Roll-Up Blanket-Navy** | | | | |
| SKU: ASI-BLANKET | Manufacturer: | | Manufacturer: | |
| Example Brand: HIt-7025 | Garment Design: | | Garment Design: | |
| Material: Recycled | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 MOQ 25 | | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $11.65 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $10.98 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $10.65 | Special Order: 145+ | $ |
| **Item 19: PCNA - 7200-29 - Mix Vienna Hard Bound Journal - NAVY** | | | | |
| SKU: ASI-NOTEPAD | Manufacturer: | | Manufacturer: PCNA | |
| Example Brand: PCNA | Garment Design: | | Garment Design: | |
| Material: Mix | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $8.48 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $8.25 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $8.05 | Large Order: 49-144 | $10.27 |
| | Special Order: 145+ | $7.95 | Special Order: 145+ | $10.27 |
| **AWARDS, SIGNS & PLAQUES — 10 SKUs**<br>**Item 20: 7" X 9" STOCK PLAQUE W/ PURPLE PLATE** | | | | |
| SKU: PLAQUE | Manufacturer: | | Manufacturer: | |

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|---|---|---|---|---|
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $26.00 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $26.00 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $26.00 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $26.00 | Special Order: 145+ | $ |
| **Item 21: 588E DESKWEDGE BY AIRFLYTE** | | | | |
| SKU: DESKACC | Manufacturer: | | Manufacturer: | |
| Example Brand: 588E | Garment Design: | | Garment Design: | |
| Material: Leatherette | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $32.00 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $32.00 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $32.00 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $32.00 | Special Order: 145+ | $ |
| **Item 22: 18" X 24" DOUBLE SIDED COROPLAST SIGN - DIRECTIONAL** | | | | |
| SKU: COREX | Manufacturer: | | Manufacturer: M&M Apparel | |
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $15.60 | Small Order: 1-23 | $30.00 |
| | Medium Order: 24-48 | $14.45 | Medium Order: 24-48 | $28.00 |
| | Large Order: 49-144 | $11.30 | Large Order: 49-144 | $27.00 |
| | Special Order: 145+ | $9.35 | Special Order: 145+ | $26.00 |
| **Item 23: Sign & Banner Wire Stakes** | | | | |
| SKU: H-STAKES | Manufacturer: EXAMPLE in house production | | Manufacturer: | |
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $2.00 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $2.00 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $1.85 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $1.75 | Special Order: 145+ | $ |
| **Item 24: 27" X 5.125" SINGLE SIDED POLYSTYRENE SIGNS** | | | | |
| SKU: POLYSTYRENE | Manufacturer: | | Manufacturer: | |
| Example Brand: | Garment Design: | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 .03 thick $5.30 sq ft; .06 thick $9.80 sq ft | | Small Order: 1-23 | $ |
| | Medium Order: 24-48 .03 thick $5.30 sq ft; .06 thick $9.80 sq ft | | Medium Order: 24-48 | $ |
| | Large Order: 49-144 .03 thick $5.30 sq ft; .06 thick $9.80 sq ft | | Large Order: 49-144 | $ |

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| | Special Order: 145+ .03 thick $5.30 sq ft; .06 thick $9.80 sq ft | | Special Order: 145+ | $ |
| **Item 25: HPG-TFT46 \| Fitted 4-sided Table Cover - fits 6 foot standard table-navy blue** | | | | |
| SKU: ASI-LINENS | Manufacturer: | | Manufacturer: HPG | |
| Example Brand: HPG-TFT46 | Garment Design: | | Garment Design: | |
| Material: 3-Ply | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $241.00 | Small Order: 1-23 | $365.00 |
| | Medium Order: 24-48 | $241.00 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $225.00 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $215.00 | Special Order: 145+ | $ |
| **OTHER / MISCELLANEOUS — 2 SKUs** | | | | |
| **Item 26: CUSTOMER PROVIDED GOODS** | | | | |
| SKU: CPE | Manufacturer: priced case by case;Final pricing based on garment type, quantity, decoration method, and review. | | Manufacturer: | |
| Example Brand: | Garment Design: pricing depends on imprint method | | Garment Design: | |
| Material: | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | $15-20 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $16-18 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $10-15 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $10-12 | Special Order: 145+ | $ |
| **Item 27: KEYSTONE LINE - BM101 - SAMPLE** | | | | |
| SKU: ASI-GIFT | Manufacturer: | | Manufacturer: | |
| Example Brand: PCNA-SM-9930 | Garment Design: | | Garment Design: | |
| Material: Microfiber\PVC | Material & Weight: | | Material & Weight: | |
| Weight: Not listed | **All Colors:** | | **All Colors:** | |
| **PRICE PER ITEM:** | Small Order: 1-23 | MOQ 40 | Small Order: 1-23 | $ |
| | Medium Order: 24-48 | $13.50 | Medium Order: 24-48 | $ |
| | Large Order: 49-144 | $13.48 | Large Order: 49-144 | $ |
| | Special Order: 145+ | $13.25 | Special Order: 145+ | $ |
| | | | | |
| **ADDITIONAL ITEMS FOR RFP # 26-051** | | | | |
| **Quantities of 500+** | | | | |
| | **SMALL LEFT CHEST TO MAXIMUM AREA** | | **SMALL LEFT CHEST TO MAXIMUM AREA** | |
| | **One Location** | **Two Locations** | **One Location** | **Two Locations** |
| 1 Color Screen | $1.45 | $2.90 | $ | $ |
| 2 Color Screen | $1.55 | $3.25 | $ | $ |
| 3 Color Screen | $1.65 | $3.50 | $ | $ |
| 4 Color Screen | $1.80 | $3.70 | $ | $ |
| 5 Color Screen | $1.90 | $3.95 | $ | $ |
| 6 Color Screen | $2.00 | $4.15 | $ | $ |

**July 9, 2026**
**Item No. 7.7.**
**Overhead Electric Crossing**

**Sponsor:** Glenn Gavit

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a contract award to Renegade Group, LLC for an electrical overhead crossing relocation and improvement related to the Hwy 6 widening project, for an amount not to exceed $145,583.72.

**Relationship to Strategic Goals:**
Core Services and Infrastructure

**Recommendation(s):** Staff recommends awarding a contract for the construction of electrical overhead distribution projects to Renegade Group, LLC for an amount not to exceed $145,583.72.

**Summary:** As a result of conflicts with an existing and necessary CSU Electric distribution crossing of SH6, TxDOT is requiring the relocation of a distribution line. CSU Electric solicited bids for the construction of a new OH crossing on SH6 between Harvey Mitchell (FM 2818) and the TX-6 business route/SH 6 interchange. CSU will provide the designs and materials for the project and the contractor will provide labor and equipment to construct the required electric distribution line and retire the line it is replacing.

Two Competitive Sealed Proposals were received on June 3, 2026, in response to ITB No. 26-071 and were evaluated by Electric staff. Renegade Group, LLC was selected as the highest-ranking proposal based on qualifications, experience, and best value for the City.

**Budget & Financial Summary:** Funds are available in the FY26 capital budget for SH6 widening infrastructure relocations.

**Attachments:**
1. 26-071 Bid Tabulation
2. 26300624-Vendor Signed Agreement

**ITB #26-071**
**SH 6 Widening Brethren Church OH Crossing**
**06/03/26 @ 2:00 P.M.**

| | | | | | | RENEGADE GROUP, LLC | | 5 STAR ELECTRIC | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Unit No. | Description | Unit | UG/ OH | QTY # | Unit Price Total $ | Extended Price $ | Unit Price Total $ | Extended Price $ |
| 1 | (NEW) D-#636-AAC | 636 AAC OVERHEAD WIRE (HENDRIX) | FT | OH | 1,629 | $ 15.00 | $ 24,435.00 | $ 20.83 | $ 33,931.32 |
| 2 | (NEW) D-#127-AWA | 127 AWA OVERHEAD WIRE | FT | OH | 543 | $ 9.33 | $ 5,066.19 | $ 22.32 | $ 12,118.33 |
| 3 | (NEW) C65 | POLE 65 FT. CONCRETE; 10 FT HOLE, FOAM BACKFILL | EA | OH | 1 | $ 8,718.46 | $ 8,718.46 | $ 32,800.19 | $ 32,800.19 |
| 4 | (NEW) C70 | POLE 70 FT. CONCRETE; 16 FT HOLE, FOAM BACKFILL | EA | OH | 1 | $ 9,235.01 | $ 9,235.01 | $ 25,955.30 | $ 25,955.30 |
| 5 | (NEW) AC1307-01 | BUCK ARM DBL CROSSARM SPACER CABLE TO BARE | EA | OH | 2 | $ 2,500.00 | $ 5,000.00 | $ 817.72 | $ 1,635.44 |
| 6 | (NEW) DE12X | 3/8 DBL DOWN GUY TEE PLATE | EA | OH | 3 | $ 256.04 | $ 768.12 | $ 49.55 | $ 148.66 |
| 7 | (NEW) DF1-2H | ANCHOR DBL HELIX | EA | OH | 3 | $ 778.22 | $ 2,334.66 | $ 596.38 | $ 1,789.13 |
| 8 | (NEW) DFC7A | 3 PHASE FIBERARM SINGL.DEADEND | EA | OH | 2 | $ 2,200.00 | $ 4,400.00 | $ 657.31 | $ 1,314.63 |
| 9 | (NEW) DFC8A | 3 PHASE FIBERARM DBL DEADEND | EA | OH | 3 | $ 2,500.00 | $ 7,500.00 | $ 1,035.90 | $ 3,107.69 |
| 10 | (NEW) DM2-1A | POLE GROUND CONCRETE GROUND ROD | EA | OH | 2 | $ 115.50 | $ 231.00 | $ 184.67 | $ 369.33 |
| 11 | (NEW) DM52-3-OH | NUMBERING OVERHEAD | EA | OH | 2 | $ 50.00 | $ 100.00 | $ 39.44 | $ 78.88 |
| 12 | (NEW) DM5-5 | INSULATOR PRIMARY W/PIN ARM | EA | OH | 6 | $ 294.00 | $ 1,764.00 | $ 58.82 | $ 352.94 |
| 13 | (R) D-#477-AAC | 477 AAC OVERHEAD WIRE | FT | OH | 2,184 | $ 3.50 | $ 7,644.00 | $ 2.06 | $ 4,492.96 |
| 14 | (R) D40-2 | POLE 40 ft. CLASS 2 WOOD | EA | OH | 1 | $ 832.12 | $ 832.12 | $ 415.72 | $ 415.72 |
| 15 | (R) C55 | POLE 55 ft CONCRETE | EA | OH | 1 | $ 7,915.47 | $ 7,915.47 | $ 4,889.20 | $ 4,889.20 |
| 16 | (R) D55-FBR | POLE 55 FT. FIBERGLASS/COMPOSITE | EA | OH | 1 | $ 1,664.24 | $ 1,664.24 | $ 586.50 | $ 586.50 |
| 17 | (R) D50-STEEL | POLE 50 FT. STEEL | EA | OH | 1 | $ 1,664.24 | $ 1,664.24 | $ 357.21 | $ 357.21 |
| 18 | (R) DE1-2 | 3/8 SINGLE DOWN GUY BOLTED | EA | OH | 1 | $ 172.69 | $ 172.69 | $ 216.23 | $ 216.23 |
| 19 | (R) DF1-2 | 10 inch SGL HELIX ANCHOR W/7 inch ROD | EA | OH | 1 | $ 147.17 | $ 147.17 | $ 235.89 | $ 235.89 |
| 20 | (R) DFC1-2 | 3 PH. FIBERARM 0-5 DEG LGE CON | EA | OH | 1 | $ 845.08 | $ 845.08 | $ 184.34 | $ 184.34 |
| 21 | (R) DFC7A | 3 PHASE FIBERARM SINGLE DEADEND | EA | OH | 2 | $ 845.05 | $ 1,690.10 | $ 513.90 | $ 1,027.81 |
| 22 | (R) DFC8A | 3 PHASE FIBERARM DBL DEADEND | EA | OH | 3 | $ 1,250.08 | $ 3,750.24 | $ 766.22 | $ 2,298.65 |
| 23 | (R) DM2-1F | POLE GROUND FIBERGLASS GR ROD | EA | OH | 2 | $ 51.98 | $ 103.96 | $ 105.07 | $ 210.13 |
| 24 | (R) DM2-1A | POLE GROUND CONCRETE GR ROD | EA | OH | 1 | $ 51.98 | $ 51.98 | $ 105.07 | $ 105.07 |
| 25 | (R) DM3-15 | 3 PH AIR BREAK SWITCH(GANG OP) | EA | OH | 1 | $ 2,756.58 | $ 2,756.58 | $ 2,246.48 | $ 2,246.48 |
| 26 | (R) DM52-3-OH | NUMBERING OVERHEAD | EA | OH | 3 | $ 15.75 | $ 47.25 | $ 26.98 | $ 80.94 |
| 27 | (T) COMM | COMMUNICATIONS-TRANSFER | EA | OH | 4 | $ 372.65 | $ 1,490.60 | $ 420.85 | $ 1,683.41 |
| 28 | MISCELLANEOUS | TRAFFIC CONTROL | LS | OH | 1 | $ 36,823.00 | $ 36,823.00 | $ 48,350.79 | $ 48,350.79 |
| 29 | MISCELLANEOUS | HYDRO-MULCH SEEDING | LS | OH | 1 | $ 250.00 | $ 250.00 | $ 2,876.52 | $ 2,876.52 |
| 30 | MISCELLANEOUS | RIGHT-OF-WAY RESTORATION | LS | OH | 1 | $ 1,250.00 | $ 1,250.00 | $ 1,643.72 | $ 1,643.72 |
| 31 | MISCELLANEOUS | MOBILIZATION | LS | OH | 1 | $ 6,932.56 | $ 6,932.56 | $ 9,000.00 | $ 9,000.00 |
| | | **TOTAL FOR CONSTRUCTION UNITS** | | | | **$** | **145,583.72** | **$** | **194,503.40** |

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300624 PROJECT #: N/A BID/RFP/RFQ#: 26-071

**Project Name / Contract Description:** SH 6 Widening - Brethren Church OH Crossing

Installation of Hendrix cable systems

**Name of Contractor:** Renegade Group, LLC

**CONTRACT TOTAL VALUE:** $ 145,583.72 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

**Debarment Check** ☐ Yes ☐ No ☒ N/A

**Section 3 Plan Incl.** ☐ Yes ☐ No ☒ N/A

**Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A

**Buy America Required** ☐ Yes ☐ No ☒ N/A

**Transparency Report** ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

(ITB) No. 26-071 was posted on May 14, 2026, and opened on June 3, 2026. A total of two (2) responses were received and reviewed for completeness and responsiveness. Upon review, Renegade Group, LLC was determined to be the lowest responsive and responsible bidder.

Funds are available in the FY26 capital budget for SH6 widening infrastructure relocations

*(If required)**

**CRC Approval Date*:** N/A **Council Approval Date*:** 07/09/26 **Agenda Item No*:** _____

*--Section to be completed by Risk, Purchasing or City Secretary's Office Only—*

**Insurance Certificates:** _____ **Performance Bond:** LKP **Payment Bond:** LKP **Info Tech:** N/A

**SIGNATURES RECOMMENDING APPROVAL**

_____ _____

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____

ASST CITY MGR – CFO DATE

_____ _____

LEGAL DEPARTMENT DATE

**APPROVED & EXECUTED**

_____ _____

CITY MANAGER DATE

N/A _____ _____

MAYOR (if applicable) DATE

N/A _____ _____

CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION**
**STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Renegade Group, LLC a Texas Limited Liability Corporation (the "Contractor") for the construction and/or installation of the following:
As described in ITB 26-071 SH 6 Widening - Brethren Church OH Crossing.

## 1. DEFINITIONS

**1.01 Calendar Day.** The term "calendar day" shall mean any day of the week or month, no days being excepted.

**1.02 City.** The term "City" shall mean and be understood as referring to the City of College Station, Texas.

**1.03 City's Consultant.** The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

**1.04 City's Representative.** The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

**1.05 Contract Amount.** The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One hundred forty five thousand five hundred eighty three and 72 **/100 Dollars ($** 145,583.72 ).

**1.06 Contract Documents.** The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

**1.07 Contractor.** The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

**1.08 Contractor's Proposal.** The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

**1.09 Extra Work.** The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing ***prior*** to the work being done by the Contractor.

**1.10 Final Completion.** The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

**1.11 Hazardous Substance.** The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

**1.12 Environmental Laws.** The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

**1.13 Interpretation of Phrases.** Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

**1.14 Nonconforming work.** The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

**1.15 Parties.** The "parties" are the City and the Contractor.

**1.16 Price Escalation/De-Escalation.** The terms "price escalation" or "price de-escalation" shall mean that the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the supplier or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. The procedures for Price Escalation and Price De-Escalation are further outlined in Section 16 – Payment.

**1.17 Project.** The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

**1.18 Project Manager.** The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

**1.19 Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

**1.20 Substantially Completed.** The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

**1.21 Work.** The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

**1.22 Working Day.** A "working day" means any day not including Saturdays, Sundays, or legal holidays.

## 2. CONTRACT DOCUMENTS

**2.01** The Contract Documents and their priority shall be as follows:

- **(a)** This signed Agreement.
- **(b)** Addendum to this Agreement.
- **(c)** General Conditions, as may be applicable.
- **(d)** Special Conditions, as may be applicable.
- **(e)** Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- **(f)** Plans.
- **(g)** Instructions to Bidders and any other notices to Bidders or Contractor.
- **(h)** Performance bond, Payment bonds, Bid bonds and Special bonds.
- **(i)** Contractor's Proposal.

**2.02** Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

**2.03** The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

**2.04** All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

**2.05** In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this paragraph 2.05, however, shall not relieve the Contractor of any of the obligations set forth in paragraphs 8.01. and 8.02 of this Agreement.

## 3. AWARD OF CONTRACT

**3.01** Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

**3.02 Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under paragraphs 27 and 28 (Insurance & Bonds).**

## 4. CITY'S REPRESENTATIVE

**4.01** The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

**4.02** The City's Representative may periodically review and inspect the Work of the Contractor.

**4.03** The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

**4.04** The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

**4.05** Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

## 5. INDEPENDENT CONTRACTOR

**5.01** In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

**5.02 Standard of Care.** The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

**5.03** The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

**5.04** Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor ***without*** claim for additional payment, even though not specifically mentioned herein.

**5.05** Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

## 6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

## 7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

## 8. NATURE OF THE WORK

**8.01** It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

**8.02** Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

**8.03** If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

## 9. POST-AGREEMENT AWARD MEETINGS

**9.01** Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

**(a)** Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**(b)** The names and addresses of all proposed subcontractors in writing.

**(c)** Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

**(d)** Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

**(e)** For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.

**(f)** Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

**9.02** The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

## 10. PROGRESS OF WORK

**10.01** The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

**10.02** Further, the parties shall be subject to the following:

**(a)** The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

**(b)** City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

**(c)** The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

**(d)** The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

**(e)** The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

**(f)** When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that

conflicts will be avoided and the various work being done by and for the City shall be coordinated.

**(g)** In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

**10.03** The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

**10.04** The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**10.05** In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

**(a)** The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subparagraph.

**(b)** The City may exercise the rights furnished the City under or pursuant to this Subparagraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

**10.06 Work Stoppage.** If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

## 11. SITE CONDITIONS AND MANAGEMENT

**11.01** Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

**11.02** The Contractor shall be responsible for all power, light, and water required to perform the Work.

**11.03** Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

**11.04 Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

**11.05 Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

**11.06** The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

**11.07 Contractor's Structures.** The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

**11.08** The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

**11.09** City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

**11.10** When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

## 12. MATERIALS

**12.01** Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

**12.02** All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

**12.03** Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

**(a)** Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

**(b)** Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

**(c)** Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

**(d)** The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

**(e)** Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

**12.04 Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

**12.05** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

**12.06** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**12.07** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**12.08** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**12.09** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

**12.10** The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

**12.11** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**12.12** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

**12.13** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

**12.14** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

**12.15** Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

## 13. ENTRY, OBSERVATION, TESTING & POSSESSION

**13.01** The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

**13.02** The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

**13.03** The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

**13.04** City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement**.** Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

## 14. REJECTED WORK

**14.01** All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

**14.02** If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

**(a)** The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

**(b)** If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

**14.03** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

## 15. SUBCONTRACTING & SUBCONTRACTORS

**15.01** The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

**15.02** Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

## 16. PAYMENT

**16.01** The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

**16.02 Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or

modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

**16.03 Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☑ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than $400,000.00, and five percent (5%), where the full contract amount is $400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

**16.05** If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

**16.06** Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

**16.07** The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

**16.08** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**16.09** Unless otherwise provided in the Contract Documents:

**(a)** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**(b)** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

**(c)** Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

**16.10 Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

**16.11 Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

**(a)** Defective work.

**(b)** Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

**(c)** Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

**(d)** Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

**(e)** Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

**(f)** Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

**(g)** City's determination of an amount of liquidated damages.

**(h)** Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

**(i)** Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

**(j)** Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

**16.12 Price Escalation/De-Escalation.** The parties agree that the Contractor has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the Contractor or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Contractors are required to give a 30-day written notice before price increases.

The bid, as submitted herein as part of this Contract, is considered the base price for the materials specified herein as of N/A and shall remain in effect for 6 months hereafter called the **reference base period**. Prices may be adjusted semi-annually each year, based upon the percent changes (whether up or down) in the special index specified herein, between the reference base period N/A and of the most recent year. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of July 20th and January 20th of each year.

Under no circumstances shall the bid prices increase, in aggregate, more than ten percent (10%) during the course of the Contract and any subsequent renewals.

Any Contract awarded with an escalation clause shall be subject to de-escalation provisions in favor of the City in the same or similar manner in the event of cost reductions.

## 17. EXTRA WORK CHARGES

**17.01** No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

**17.02 City Manager Approval.** When the original contract amount plus all change orders is **One Hundred Thousand Dollars ($100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars ($100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars ($100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☑ **17.03** For "Extra Work", as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services

or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of $1 million or more may not be increased by more than ***twenty-five percent (25%)***. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than $1 million increases the Contract Amount to $1 million or more, subsequent change orders may not increase the revised Contract Amount by more than ***twenty-five percent (25%)***. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

**17.04** The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

**(a)** It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

**(b)** **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

**(c)** Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

**(d)** It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

**Method A –** By agreed unit prices, or
**Method B –** By agreed lump sum, or
**Method C –** If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

**(e)** **Method A - Unit Prices**. The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

**(1)** The cost of materials shall be determined by the invoices;

**(2)** The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

**(f)** **Method B - Lump Sum**. The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

**(g)** **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

**(1)** No indirect or consequential damages will be allowed.

**(2)** All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

**(3)** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

**(4)** The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

## 18. TIME OF COMPLETION, CONTRACT TERM, RENEWAL, and EXTENSION

**18.01 Time of the Essence.** The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

**18.02 Notice to Proceed.** The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

**18.03** The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative.

**18.04 Final Completion.** The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

**18.05 Contract Term, Renewal, and Extension.** The original term of this Contract shall be for one (1) year from the effective date of this contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

**18.06 Funding Out Provision.** If, for any reason, City funds are not appropriated to continue the contract, the Contract shall become null and void and shall terminate.

## 19. SUBSTANTIAL COMPLETION

**19.01** The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

**(a)** If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

**(b)** If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

**19.02** The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

## 20. FINAL COMPLETION

**20.01** Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

**20.02** The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

**20.03** Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the Work.

## 21. DELAYS

**21.01** The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

**21.02** The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the Work.

**21.03** No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in subsection 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

**21.04** In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall

any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

## 22. EXTENSIONS OF TIME

**22.01** The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

**(a)** An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

**(b)** By changes ordered in the Work, or reductions thereto approved in writing;

**(c)** By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or

**(d)** By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

**22.02** If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

## 23. LIQUIDATED DAMAGES

**23.01** The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

**23.02** As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may

permanently withhold from the Contractor's total compensation the sum of Two-hundred and 00 **/100 DOLLARS ($** 200.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

## 24. CHARGES FOR INJURY OR REPAIR

**24.01** The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

**24.02** The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

**24.03** The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

## 25. WARRANTY

**25.01** Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (l) year as follows:

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.**

**25.02** All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

**25.03** This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

**25.04** Where more than a one (l) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

**25.05** This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

**25.06 Defective Work Discovered During Warranty Period.** If any of the Work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (l) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (l) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

**25.07** The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

**25.08** If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

**25.09** The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

**25.10** The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (l) year after the installation or completion. The one (l) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

## 26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

**26.01 Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

**26.02 Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars** (**$60.00**) for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

**26.03** The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

**26.04** No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

**26.05 Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the

Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

**26.06 Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

## 27. INSURANCE

**27.01** The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

**27.02 Types.** Contractor shall have the following types of insurance:

- **(a)** Commercial General Liability.
- **(b)** Business Automobile Liability.
- **(c)** Excess Liability – required for contract amounts exceeding $1,000,000.
- **(d)** Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- **(e)** Workers' Compensation/ Employer's Liability.

**27.03 General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:

- **(a)** Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- **(b)** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- **(c)** "Claims Made" policies are not accepted.
- **(d)** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- **(e)** The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

**27.04 Commercial General Liability.** The following Commercial General Liability requirements shall apply:

**(a)** General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

**(b)** Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

**(c)** Coverage shall be at least as broad as ISO form GC 00 01.

**(d)** No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.

**(e)** The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

**27.05 Business Automobile Liability.** The following Business Automobile Liability requirements shall apply:

**(a)** Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

**(b)** Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

**(c)** The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

**(d)** The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

**(e)** Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

**27.06 Excess Liability.** The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of $5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

**27.07 Additional Insured.**

Those policies set forth in Paragraphs 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All

coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

**27.08 Builder's Risk**

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

> *Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners*

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed $100,000.00 without the written approval of the City.

**27.09 Workers' Compensation/Employer's Liability Insurance.** The following Workers' Compensation Insurance requirements shall apply.

**(a)** Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

**(b)** Workers' Compensation/ Employer's Liability insurance shall include the following terms:

**1.** Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each employee are required.

**2.** "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

**3.** Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**(c)** Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

*Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the Work on the project until the Contractor's/person's Work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

*B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*

*C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*

*D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*

*E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*

*(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*

*(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

*F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

*G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*

*H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

*I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

*(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*

*(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*

*(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(4) obtain from each other person with whom it contracts, and provide to the Contractor:*

*(a) A certificate of coverage, prior to the other person beginning work on the project; and*

*(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

*(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the*

*project; and*

*(7) Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

**27.09 Certificates of Insurance.** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

**(a)** The company is authorized to do business in the State of Texas.

**(b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

**(c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## 28. BOND PROVISIONS

**28.01** Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

**(a)** The Contractor shall execute performance and payment bonds for the full Contract Amount.

**(b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

**(c)** The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and**

**prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B.**

**(d)** The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

**(e)** If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

**28.02** The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

## 29. SURETY

**29.01** If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

**(a)** The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

**(b)** The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

**29.02** Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise

ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

**29.03** In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

## 30. COMPLIANCE WITH LAW

**30.01** The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

**30.02** The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

**30.03** The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

## 31. SAFETY PRECAUTIONS

**31.01** All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

**31.02** The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

**31.03** The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

**31.04** Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in section 1.11, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in section 1.12). **In the event Contractor engages in any of the activities prohibited in this section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees**

**harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

**31.05** In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

**31.06** City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

**31.07** It is the Contractor's responsibility to comply with all Environmental Laws (as defined in section 1.10 of this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

## 32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

**32.01** The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

**32.02** The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

**32.03** Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

**32.04** The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

**32.05** If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

## 33. INDEMNITY

**33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.**

**33.02 The indemnification contained in paragraphs 33.01 shall include but not be limited to the following specific instances:**

**(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**

**(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**

**(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**

**(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**

**(e) The removal of all debris related to the Work.**

**(f) The acts and omissions of the subcontractors it hired.**

**(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

**33.03 The indemnification obligations of the Contractor under this section shall <u>not</u> extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.**

**33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made**

**a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.**

**33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.**

**33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 34. RELEASE

**34.01 The Contractor assumes full responsibility for the Work to be 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 employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

## 35. PERMITS AND LICENSES

**35.01** The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

## 36. ROYALTIES AND LICENSING FEES

**36.01** THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

## 37. BREACH OF CONTRACT & DAMAGES

**37.01** The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

**37.02** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

**(a)** If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

**(b)** If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

**(c)** If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 38. TERMINATION FOR CAUSE

**38.01** At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

**(a)** If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

**(b)** If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

**(c)** If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

**(d)** If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

**(e)** If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

**(f)** If the Contractor abandons the Work.

**(g)** If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

## 39. TERMINATION FOR CONVENIENCE

**39.01** The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

**39.02** In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

## 40. RIGHT TO COMPLETE

**40.01** If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

## 41. CLOSE OUT

**41.01** After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

**(a)** Stop the work on the date and to the extent specified in the notice of termination;

**(b)** Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

**(c)** Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

**(d)** Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

**(e)** With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts; and/or

**(f)** Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

## 42. TERMINATION CONVERSION

**42.01** Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

## 43. HIRING

**43.01** During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

## 44. ASSIGNMENT

**44.01** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

## 45. EFFECTIVE DATE

**45.01** This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

## 46. OTHER TERMS

**46.01 Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

**46.02 Prioritization.** Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

**46.03 Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

**46.04 Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

**46.05 Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**46.06 Mediation.** After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

**46.07 Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

**46.08 Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**46.09 Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

**46.10 Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

**46.11 Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived.

Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**46.12 Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

**46.13 Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

**46.14 Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.**

**46.16 Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

**(a)** Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

**(b)** Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

**(c)** Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

**List of Exhibits**

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

| **RENEGADE GROUP, LLC** | **CITY OF COLLEGE STATION** |
|---|---|
| By: Shane Cooper Digitally signed by Shane Cooper Date: 2026.06.17 14:24:52 -05'00' | By: _____ |
| Printed Name: Shane Cooper | City Manager |
| Title: President, Utility Services | Date: _____ |
| Date: June 17, 2026 | APPROVED: |
| | _____ |
| | City Attorney |
| | Date: _____ |
| | _____ |
| | Assistant City Manager/CFO |
| | Date: _____ |

**EXHIBIT A**
**DAVIS BACON WAGE RATES**

**1.** Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

**2.** Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

**3.** The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

**4.** The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

**5.** Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

"General Decision Number: TX20260007 01/02/2026

Superseded General Decision Number: TX20250007

State: Texas

Construction Type: Heavy

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) Construction Projects

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |

SUTX2011-006 08/03/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures) | $ 12.56 | |
| ELECTRICIAN | $ 26.35 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb | $ 12.94 | |
| Structures | $ 12.87 | |
| LABORER | | |
| Asphalt Raker | $ 12.12 | |
| Flagger | $ 9.45 | |
| Laborer, Common | $ 10.50 | |
| Laborer, Utility | $ 12.27 | |
| Pipelayer | $ 12.79 | |
| Work Zone Barricade Servicer | $ 11.85 | |
| PAINTER (Structures) | $ 18.34 | |
| POWER EQUIPMENT OPERATOR: | | |
| Agricultural Tractor | $ 12.69 | |
| Asphalt Distributor | $ 15.55 | |
| Asphalt Paving Machine | $ 14.36 | |
| Boom Truck | $ 18.36 | |
| Broom or Sweeper | $ 11.04 | |
| Concrete Pavement Finishing Machine | $ 15.48 | |
| Crane, Hydraulic 80 tons or less | $ 18.36 | |
| Crane, Lattice Boom 80 tons or less | $ 15.87 | |
| Crane, Lattice Boom over 80 tons | $ 19.38 | |
| Crawler Tractor | $ 15.67 | |
| Directional Drilling | | |

Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

**EXHIBIT B**
**PERFORMANCE AND PAYMENT BONDS**

## PERFORMANCE BOND

**Bond No.** 800256343

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**THE COUNTY OF BRAZOS** §

**THAT WE,** Renegade Group, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Atlantic Specialty Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Forty-Five Thousand Five Hundred Eighty-Three and 72 /100 Dollars ($ 145,583.72 ) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** the Contractor has on or about this day executed a Contract in writing with the City of College Station for Contract No. 26300624; Install a Hendrix spacer cable system for a new 12.5 kV three-phase overhead crossing across SH 6 as specified in ITB #26-071,

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE,** if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 800256343

**FOR THE CONTRACTOR:**

**ATTEST & SEAL:** (if a corporation) **(SEAL)**
**WITNESS:** (if not a corporation)

By: _____

Name: Shane Cooper

Title: President Utility Services

Date: 07/09/26

Renegade Group, LLC
**(Name of Contractor)**

By: _____

Name: Bradley Price

Title: CEO

Date: 07/09/26

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**FOR THE SURETY:**
**ATTEST/WITNESS** **(SEAL)**

By: _____

Name: Francesca Kazmierczak

Title: Surety Analyst

Date: 07/09/26

Atlantic Specialty Insurance Company
**(Full Name of Surety)**
605 Highway 169 North, Suite 800
Plymouth, MN 55441
**(Address of Surety for Notice)**

By: _____

Name: Anne Potter

Title: Attorney-in-Fact

Date: 07/09/26

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**FOR THE CITY:**

**REVIEWED:**

_____
**City Attorney**

**THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:**

_____
**City Manager**

***NOTE: Date of bonds must be on or after the date of execution by City.***

Contract No. 26300624
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

intact INSURANCE

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Aklima Noorhassan, Anne Potter, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer Jakaitis, Peter Healy, Sandra Diaz, Susan A. Welsh, Valorie Spates, Vilma Gonzalez**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of July, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

intact specialty solutions
INSURANCE

## Atlantic Specialty Insurance Company

Period Ended 12/31/2025

*Dollars displayed in thousands*

| Admitted Assets | |
|---|---|
| Investments: | |
| Bonds | $ 2,885,455 |
| Preferred Stocks | - |
| Common Stocks | 934,259 |
| Mortgage Loans | - |
| Real Estate | - |
| Contract Loans | - |
| Derivatives | - |
| Cash, Cash Equivalents & Short Term Investments | 1,000,755 |
| Other Investments | 29,147 |
| Total Cash & Investments | 4,849,616 |
| Premiums and Considerations Due | 361,651 |
| Reinsurance Recoverable | 34,446 |
| Receivable from Parent, Subsidiary or Affiliates | 15,668 |
| All Other Admitted Assets | 93,238 |
| Total Admitted Assets | 5,354,619 |

| Liabilities and Surplus | |
|---|---|
| Liabilities | |
| Loss Reserves | $ 1,403,740 |
| Loss Adjustment Expense Reserves | 330,086 |
| Total Loss & LAE Reserves | 1,733,826 |
| Unearned Premium Reserve | 866,171 |
| Total Reinsurance Liabilities | 51,082 |
| Commissions, Other Expenses, and Taxes due | 83,583 |
| Derivatives | - |
| Payable to Parent, Subs or Affiliates | - |
| All Other Liabilities | 1,357,715 |
| Total Liabilities | 4,092,377 |
| Capital and Surplus | |
| Common Capital Stock | 9,001 |
| Preferred Capital Stock | - |
| Surplus Notes | - |
| Unassigned Surplus | 682,458 |
| Other Including Gross Contributed | 570,784 |
| Capital & Surplus | 1,262,242 |
| Total Liabilities and C&S | 5,354,619 |

State of Minnesota
County of Hennepin

I, Sarah A. Kolar, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2025, according to the best of my information, knowledge and belief.

*Secretary*

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 5th day of March, 2026.

KERRI RIECHERS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

*Notary Public*

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Atlantic Specialty Insurance Company and its affiliates' toll-free telephone number for information or to make a complaint at:

**1-877-248-9876**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Atlantic Specialty Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:**
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

# TEXAS STATUTORY PAYMENT BOND

Bond No. 800256343

THE STATE OF TEXAS §
§
THE COUNTY OF BRAZOS § KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Renegade Group, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Atlantic Specialty Insurance Company, a corporation organized and existing under the laws of the State of New York, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Forty-Five Thousand Five Hundred Eighty-Three and 72/100 Dollars ($145,583.72) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, Principal has entered into a certain contract with the City of College Station, dated the 9th day of July, 2026, for Contract No. 26300624; Install a Hendrix spacer cable system for a new 12.5 kV three-phase overhead crossing across SH 6 as specified in ITB #26-071, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE**, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

**IN WITNESS THEREOF**, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 800256343

**FOR THE CONTRACTOR:**

**ATTEST & SEAL:** (if a corporation) **(SEAL)**
**WITNESS:** (if not a corporation)

Renegade Group, LLC
**(Name of Contractor)**

**By:** _____

**Name:** Shane Cooper

**Title:** President Utility Services

**Date:** 07/09/26

**By:** _____

**Name:** Bradley Price

**Title:** CEO

**Date:** 07/09/26

---

**FOR THE SURETY:**
**ATTEST/WITNESS** **(SEAL)**

**By:** _____

**Name:** Francesca Kazmierczak

**Title:** Surety Analyst

**Date:** 07/09/26

Atlantic Specialty Insurance Company
**(Full Name of Surety)**
605 Highway 169 North, Suite 800
Plymouth, MN 55441
**(Address of Surety for Notice)**

**By:** _____

**Name:** Anne Potter

**Title:** Attorney-in-Fact

**Date:** 07/09/26

---

**FOR THE CITY:**

**REVIEWED:**

**THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:**

_____
**City Attorney**

_____
**City Manager**

***NOTE: Date of bonds must be on or after the date of execution by City.***

Contract No. 26300624
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

intact INSURANCE

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Aklima Noorhassan, Anne Potter, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer Jakaitis, Peter Healy, Sandra Diaz, Susan A. Welsh, Valorie Spates, Vilma Gonzalez**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of July, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

[intact] specialty solutions
INSURANCE

## Atlantic Specialty Insurance Company

Period Ended 12/31/2025

*Dollars displayed in thousands*

| Admitted Assets | |
|---|---|
| Investments: | |
| Bonds | $ 2,885,455 |
| Preferred Stocks | - |
| Common Stocks | 934,259 |
| Mortgage Loans | - |
| Real Estate | - |
| Contract Loans | - |
| Derivatives | - |
| Cash, Cash Equivalents & Short Term Investments | 1,000,755 |
| Other Investments | 29,147 |
| Total Cash & Investments | 4,849,616 |
| Premiums and Considerations Due | 361,651 |
| Reinsurance Recoverable | 34,446 |
| Receivable from Parent, Subsidiary or Affiliates | 15,668 |
| All Other Admitted Assets | 93,238 |
| Total Admitted Assets | 5,354,619 |

| Liabilities and Surplus | |
|---|---|
| Liabilities | |
| Loss Reserves | $ 1,403,740 |
| Loss Adjustment Expense Reserves | 330,086 |
| Total Loss & LAE Reserves | 1,733,826 |
| Unearned Premium Reserve | 866,171 |
| Total Reinsurance Liabilities | 51,082 |
| Commissions, Other Expenses, and Taxes due | 83,583 |
| Derivatives | - |
| Payable to Parent, Subs or Affiliates | - |
| All Other Liabilities | 1,357,715 |
| Total Liabilities | 4,092,377 |
| Capital and Surplus | |
| Common Capital Stock | 9,001 |
| Preferred Capital Stock | - |
| Surplus Notes | - |
| Unassigned Surplus | 682,458 |
| Other Including Gross Contributed | 570,784 |
| Capital & Surplus | 1,262,242 |
| Total Liabilities and C&S | 5,354,619 |

State of Minnesota
County of Hennepin

I, Sarah A. Kolar, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2025, according to the best of my information, knowledge and belief.

*Secretary*

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 5th day of March, 2026.

*Notary Public*

KERRI RIECHERS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Atlantic Specialty Insurance Company and its affiliates' toll-free telephone number for information or to make a complaint at:

**1-877-248-9876**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Atlantic Specialty Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:**
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

**EXHIBIT C**
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2026

**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**
Arthur J. Gallagher Risk Service Management, LLC
Six Desta Drive
Suite 5900
Midland TX 79705

**CONTACT NAME:** Shannon White
**PHONE (A/C, No, Ext):** 432-640-0575 **FAX (A/C, No):** 432-570-3450
**E-MAIL ADDRESS:** Shannon_White@ajg.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : BITCO General Insurance Corporation | 20095 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** RENEGRO-02
Renegade Group, LLC dba Renegade Well Services
P.O. Box 253
Godley TX 76044

**COVERAGES** **CERTIFICATE NUMBER:** 533869688 **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** | Y | Y | CLP 3 768 970 | 3/1/2026 | 3/1/2027 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X AI #CG2010 4/13 | | | | | | MED EXP (Any one person) | $ 5,000 |
| | X AI # CG2037 4/13 | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] OTHER: | | | | | | Sudd-Acc Poll | $ 1,000,000 |
| A | **AUTOMOBILE LIABILITY** | Y | Y | CAP 3 768 971 | 3/1/2026 | 3/1/2027 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X **UMBRELLA LIAB** X OCCUR | Y | Y | CUP 3 768 972 | 3/1/2026 | 3/1/2027 | EACH OCCURRENCE | $ 10,000,000 |
| | [ ] **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | [ ] DED X RETENTION $ 10,000 | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | N / A | Y | WC 3 768 969 | 3/1/2026 | 3/1/2027 | X PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Motor Truck Cargo<br>Rented/Leased Equip | | | CLP 3 768 970 | 3/1/2026 | 3/1/2027 | MTC Limit<br>Per Item Limit | $250,000<br>$500,000 |

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

Rented/Leased Equipment - No boom/overload exclusion. Certificate holder is named as Loss Payee as required by written contract.

Umbrella is follow form with WC (Employers Liability), GL (including Sudden and Accidental Pollution), and Auto

General Liability contains Stop Gap Endorsement for WY, ND, WA, & OH - Limit $1,000,000

The General Liability (including Sudden & Accidental Pollution), Automobile and Umbrella policies include a blanket automatic Additional Insured when there is a written contract with the Named Insured that requires such status.
See Attached...

**CERTIFICATE HOLDER**

City of College Station
Attn: Risk Management
PO Box 9960
College Station TX 77842
USA

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**
*Arthur J. Gallagher Risk Management Services, LLC*

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AGENCY CUSTOMER ID: RENEGRO-02

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Arthur J. Gallagher Risk Service Management, LLC | Renegade Group, LLC dba Renegade Well Services<br>P.O. Box 253<br>Godley TX 76044 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability (including Sudden & Accidental Pollution), Automobile, Workers Compensation and Umbrella policies include a blanket automatic Waiver of Subrogation endorsement when there is a written contract with the Named Insured that requires such status.

The General Liability, Automobile, Workers Compensation and Umbrella policies include a blanket automatic 30 Day Notice of Cancellation endorsement when there is a written contract with the Named Insured that requires such status.

All policies includes a blanket Primary Non-Contributory endorsement when there is a written contract with the Named Insured that requires such status.

The General Liability policy does not exclude Explosion, Collapse and Underground Damage Liability.

The General Liability contains Sudden and Accidental Pollution $1,000,000 Limit as required by written contract.

The Auto Policy contains Broaden Pollution Liability Form CA9948 10/13 and MCS90 Endorsement as required by written contract.

The Workers' Compensation contains a Blanket Alternate Employer endorsement as required by written contract.

The City of College Station, its agents, officials, employees and volunteers are named as Additional Insured on the GL, Auto and Umbrella as required by written contract.



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**EXHIBIT D**
**PLANS AND SPECIFICATIONS**

If the plans and specifications from the ITB 26-071 are not physically inserted here, then they are fully incorporated into this contract by reference.

## LOCATION AND DESCRIPTION OF PROJECT

The City of College Station (COCS) has one 12.5 kV overhead power line project that requires construction. The following is a description of the construction project included as part of this bid proposal.

### 1. SH 6 Widening – Brethren Church OH Crossing

The project is to replace the existing 12.5 kV, 477 AAC, three-phase overhead powerline crossing SH 6 with a new overhead crossing using Hendrix wire. The intent is to retain the circuit crossing SH 6 at this location but remove the two poles currently in TxDOT right-of-way. This will be accomplished in two significant portions. The project is located crossing SH 6, also known as S Earl Rudder Freeway, between Harvey Mitchell (FM 2818) and the TX-6 business route / SH 6 interchange. This crossing is near the Brethren Church and Crystal Park Plaza buildings along the highway.

#### a. New OH Crossing

Beginning on the west side of SH 6, a new overhead line will be extended across the highway. This will be a compact construction utilizing Hendrix spacer cable systems. It will include one (1) 65' concrete pole and one (1) 70' concrete pole for a total of two (2) new poles. The 65' pole will replace the existing pole on the east side of the highway. At both locations, new guys and anchors shall be installed. Approximately 543 linear feet of (1) 127 AWA along with 1,629 feet of 636 AAC (3x 543') will be installed with cable spacers at approximately 8' increments. All primary and neutral connections will transfer to the new poles. Two (2) communication attachments will transfer to the poles on either side of SH 6. COCS construction specifications included in this bid shall be used for this work. All digging for the new poles to be set, and all pulling of wire shall be included. Retire units are called out in the staking sheets. The concrete poles are estimated to weigh between 10,000 -15,000 pounds each. This project is in a commercial area. Hendrix spacer cable will be installed across SH 6. Prior to installation contractor shall contact Marmon Utility, LLC to schedule an on-site visit. A Marmon Utility representative will provide educational guidance for system installation.

**b. Retire OH Crossing**

Beginning on the west side of SH 6, an existing overhead line crossing SH 6 will be removed. It will include removal of one (1) existing 55' fiberglass and one (1) existing 50' steel poles. Approximately 2,184 feet of existing three-phase, 477 AAC will be retired across three (3) spans. One (1) gang operated air-break switch will be removed. COCS construction specifications included in this bid shall be used for this work. All removal units shall be called out in the staking sheets. This project is in a commercial area.

This project will require a traffic control plan. The contractor will be required to coordinate with TxDOT for permitting and scheduling. As part of the design process an application has been submitted in TxDOT RULIS. See Appendix C for additional information. The permit application number is 00002/2026 permit application

This project will be further described in the construction drawings and staking sheets, and all work is to be performed on energized lines.

The total number of calendar days to be substantially complete with construction is 60 days and no later than October 1, 2026.

The Contractor shall only furnish any miscellaneous materials required including, but not limited to, concrete, asphalt, backfill material, and water. COCS will furnish all the remaining overhead and underground electric materials including conduit for this project. The Contractor shall include the miscellaneous material price in their bid unit pricing.

**EXHIBIT E**
**CONSTRUCTION SCHEDULE**

The total number of calendar days to be substantially complete with construction is 60 days and no later than October 1, 2026 from Notice to Proceed.

**EXHIBIT F**
**SCHEDULE OF VALUES**

| Item No. | Unit No. | Description | Unit | UG/ OH | QTY # | Unit Price Total $ | Extended Price $ |
|---|---|---|---|---|---|---|---|
| 1 | (NEW) D-#636-AAC | 636 AAC OVERHEAD WIRE (HENDRIX) | FT | OH | 1,629 | $ 15.00 | $ 24,435.00 |
| 2 | (NEW) D-#127-AWA | 127 AWA OVERHEAD WIRE | FT | OH | 543 | $ 9.33 | $ 5,066.19 |
| 3 | (NEW) C65 | POLE 65 FT. CONCRETE; 10 FT HOLE, FOAM BACKFILL | EA | OH | 1 | $ 8,718.46 | $ 8,718.46 |
| 4 | (NEW) C70 | POLE 70 FT. CONCRETE; 16 FT HOLE, FOAM BACKFILL | EA | OH | 1 | $ 9,235.01 | $ 9,235.01 |
| 5 | (NEW) AC1307-01 | BUCK ARM DBL CROSSARM SPACER CABLE TO BARE | EA | OH | 2 | $ 2,500.00 | $ 5,000.00 |
| 6 | (NEW) DE12X | 3/8 DBL DOWN GUY TEE PLATE | EA | OH | 3 | $ 256.04 | $ 768.12 |
| 7 | (NEW) DF1-2H | ANCHOR DBL HELIX | EA | OH | 3 | $ 778.22 | $ 2,334.66 |
| 8 | (NEW) DFC7A | 3 PHASE FIBERARM SINGL.DEADEND | EA | OH | 2 | $ 2,200.00 | $ 4,400.00 |
| 9 | (NEW) DFC8A | 3 PHASE FIBERARM DBL DEADEND | EA | OH | 3 | $ 2,500.00 | $ 7,500.00 |
| 10 | (NEW) DM2-1A | POLE GROUND CONCRETE GROUND ROD | EA | OH | 2 | $ 115.50 | $ 231.00 |
| 11 | (NEW) DM52-3-OH | NUMBERING OVERHEAD | EA | OH | 2 | $ 50.00 | $ 100.00 |
| 12 | (NEW) DM5-5 | INSULATOR PRIMARY W/PIN ARM | EA | OH | 6 | $ 294.00 | $ 1,764.00 |
| 13 | (R) D-#477-AAC | 477 AAC OVERHEAD WIRE | FT | OH | 2,184 | $ 3.50 | $ 7,644.00 |
| 14 | (R) D40-2 | POLE 40 ft. CLASS 2 WOOD | EA | OH | 1 | $ 832.12 | $ 832.12 |
| 15 | (R) C55 | POLE 55 ft CONCRETE | EA | OH | 1 | $ 7,915.47 | $ 7,915.47 |
| 16 | (R) D55-FBR | POLE 55 FT. FIBERGLASS/COMPOSITE | EA | OH | 1 | $ 1,664.24 | $ 1,664.24 |
| 17 | (R) D50-STEEL | POLE 50 FT. STEEL | EA | OH | 1 | $ 1,664.24 | $ 1,664.24 |
| 18 | (R) DE1-2 | 3/8 SINGLE DOWN GUY BOLTED | EA | OH | 1 | $ 172.69 | $ 172.69 |
| 19 | (R) DF1-2 | 10 inch SGL HELIX ANCHOR W/7 inch ROD | EA | OH | 1 | $ 147.17 | $ 147.17 |
| 20 | (R) DFC1-2 | 3 PH. FIBERARM 0-5 DEG LGE CON | EA | OH | 1 | $ 845.08 | $ 845.08 |
| 21 | (R) DFC7A | 3 PHASE FIBERARM SINGLE DEADEND | EA | OH | 2 | $ 845.05 | $ 1,690.10 |
| 22 | (R) DFC8A | 3 PHASE FIBERARM DBL DEADEND | EA | OH | 3 | $ 1,250.08 | $ 3,750.24 |
| 23 | (R) DM2-1F | POLE GROUND FIBERGLASS GR ROD | EA | OH | 2 | $ 51.98 | $ 103.96 |
| 24 | (R) DM2-1A | POLE GROUND CONCRETE GR ROD | EA | OH | 1 | $ 51.98 | $ 51.98 |
| 25 | (R) DM3-15 | 3 PH AIR BREAK SWITCH(GANG OP) | EA | OH | 1 | $ 2,756.58 | $ 2,756.58 |
| 26 | (R) DM52-3-OH | NUMBERING OVERHEAD | EA | OH | 3 | $ 15.75 | $ 47.25 |
| 27 | (T) COMM | COMMUNICATIONS-TRANSFER | EA | OH | 4 | $ 372.65 | $ 1,490.60 |
| 28 | MISCELLANEOUS | TRAFFIC CONTROL | LS | OH | 1 | $ 36,823.00 | $ 36,823.00 |
| 29 | MISCELLANEOUS | HYDRO-MULCH SEEDING | LS | OH | 1 | $ 250.00 | $ 250.00 |
| 30 | MISCELLANEOUS | RIGHT-OF-WAY RESTORATION | LS | OH | 1 | $ 1,250.00 | $ 1,250.00 |
| 31 | MISCELLANEOUS | MOBILIZATION | LS | OH | 1 | $ 6,932.56 | $ 6,932.56 |
| | | **TOTAL FOR CONSTRUCTION UNITS** | | | | | $ 145,583.72 |

**July 9, 2026**
**Item No. 8.1.**
**Parks and Recreation Department update**

**Sponsor:** Kelsey Heiden

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action related to a Parks and Recreation Department update.

**Relationship to Strategic Goals:**
Core Services and Infrastructure

Good Governance

**Recommendation(s):**

**Summary:**

**Budget & Financial Summary:** Staff will provide an update on Parks and Recreation Department services.

**Attachments:**
None

**July 9, 2026**
**Item No. 8.2.**
**Incentives for increasing housing density**

**Sponsor:** David Brower

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible direction regarding incentives for increasing housing density.

**Relationship to Strategic Goals:**

- Neighborhood Integrity
- Diverse & Growing Economy

**Recommendation(s):**

**Summary:** This item is in response to a Council requested future agenda item related to housing density bonuses. This conversation is not centered around housing affordability as it relates to Area Median Income (AMI) percentages, but around increasing supply of housing. The City's Housing Action Plan calls for both a focus on affordable housing, but strategy 1 focuses on building more units to increase supply. The increase of supply should help stabilize or lower prices due to demand.

**Budget & Financial Summary:**

**Attachments:**
None

**July 9, 2026**
**Item No. 9.1.**
**Dartmouth-CPA**

**Sponsor:** Jeff Howell, Senior Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South.

**Relationship to Strategic Goals:**
Diverse & Growing Economy

**Recommendation(s):** This item was heard at the June 18 Planning and Zoning Commission meeting where the Commission voted 4-2 to recommend approval. Staff recommends denial of the Comprehensive Plan Future Land Use and Character Map amendment.

**Summary:** The applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from General Commercial to Urban Residential for approximately 7.2 acres, generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South. The Urban Residential land use designation is appropriate for a range of high-density multifamily and attached residential development in various forms. This Comprehensive Plan Amendment is in conjunction with a rezoning of the property to MF Multi-Family and NAP Natural Areas Protected to allow for additional residential development in the area. It is the applicant's intent to develop multi-family units on the subject property.

**REVIEW CRITERIA**

**1. Changed or changing conditions in the subject area of the City:** The subject property has a future land use designation of General Commercial. Those directly abutting it to the west have a future land use designation of Urban Residential. The Urban Residential land use designation is appropriate for a range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas. The immediate area is undeveloped and the surrounding areas are primarily developed as multifamily developments.

The properties to the north are designated as General Commercial, while those to the south are Natural and Open Areas. The properties to the east are designated as General Commercial as well as those across Harvey Mitchell Parkway South. General Commercial also extends to the property to the south. The General Commercial areas are appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

This request to change the land use designation of the subject property to Urban Residential would allow for the development of an undeveloped property with close proximity to Harvey Mitchell Parkway South. However, due to this designation of General Commercial on both sides of Harvey

Mitchell Parkway, this corridor to Earl Rudder Freeway South should be preserved to allow for additional non-residential development in the area.

**2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole:** The applicant is requesting an amendment to the Future Land Use & Character Map to Urban Residential and has also requested a rezoning to MF Multi-Family for the property. The intent of Urban Residential is to accommodate a wide range of attractive multifamily housing and provide vehicular and pedestrian connectivity between developments.

The subject property is located east of the intersection of Harvey Mitchell Parkway South and Dartmouth Street. In the Comprehensive Plan, the property is located within the Harvey Mitchell Corridor (Planning Area 11) which is a gateway corridor from State Highway 6 intended to be an urban area incorporating the natural features of the area. Gateway Corridors provide a link between districts and serve as a focal entry point into the City. This corridor continues to experience a high amount of development, with more non-residential development closer to Earl Rudder Freeway South. As proposed to be strictly multi-family, this property would not be compatible with existing uses, development patterns, and character of the corridor, however other MF Multi-Family zoned properties are in the area.

The applicant held a neighborhood meeting on May 13, 2026. All property owners within 200 feet of the subject property were notified of the neighborhood meeting, and approximately one member of the public was in attendance. Attendees were the owner across Dartmouth Street, the applicant and City Staff.

Staff believes the proposal to amend the entire property to Urban Residential is not compatible with the character of the area nor previous efforts of the City as there is no preservation of the commercial corridor of Harvey Mitchell Parkway South, specifically towards Earl Rudder Freeway South. In an effort to support the Economic Master Plan in 2016 and 2017, as part of a city-wide initiative with the Economic Development Department over 100 acres were rezoned to GC General Commercial throughout the City to preserve potential commercial sites for future development to ensure there are opportunities to expand retail services and support a diversified economy. While multi-family uses do exist in the area, other commercial and non-residential developments are provided in this area closer to major roadways. Furthermore, the City of College Station entered into an interlocal 380 agreement with Brazos County in 2017 regarding the extension of public infrastructure for Dartmouth Street between Harvey Mitchell Parkway and Texas Avenue. The purpose of this ILA was to promote economic development and stimulate business and commercial activity within the County. A separate development agreement was entered into with the property owner in 2017 for the construction of the portion of Dartmouth Street as it is today and its future extension with an indication this property was initially planned for commercial development.

**3. Impact on environmentally sensitive and natural areas:** There is FEMA designated floodplain on the property, which is zoned Natural Areas Protected. The Comprehensive Plan designates these areas as Natural and Open Areas. The applicant is also requesting a rezoning to NAP Natural Areas Protected for a portion of the property to correct an error in the original zoning map. While not within the subject property, there are existing waterbodies located in the general area.

**4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Water and wastewater services will be provided by College Station Utilities. There is

adequate water and sanitary sewer capacity to support the proposed amendment. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property is located east of the intersection of Harvey Mitchell Parkway South and Dartmouth Street. Harvey Mitchell Parkway South is identified as a Major Arterial on the Thoroughfare Plan, while Dartmouth Street is a Major Collector. Access to adjacent roadways and an extension of Dartmouth Street would be coordinated through the platting and site plan process. The proposed designation may increase the potential traffic generated in comparison to the existing General Commercial designation, however a Traffic Impact Analysis with the rezoning was not required. The applicant states the increase in demand for housing requires changing the land use and zoning of the property.

**5. Consistency with the goals and strategies set forth in the Comprehensive Plan:** The intent of College Station's Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to Urban Residential, defined as areas that are appropriate for a range of high-density multifamily and attached residential development in various forms and limited non-residential uses that are compatible with the surrounding area. However, the Comprehensive Plan indicates that General Commercial areas tend to be concentrated along regionally significant roadways, such as Harvey Mitchell Parkway South.

**Budget & Financial Summary:** N/A

**Attachments:**
1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Comprehensive Plan Amendment Map

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM GENERAL COMMERCIAL TO URBAN RESIDENTIAL FOR APPROXIMATELY 7.2 ACRES OF LAND, GENERALLY LOCATED ON HARVEY MITCHELL PARKWAY SOUTH BETWEEN DARTMOUTH STREET AND EARL RUDDER FREEWAY SOUTH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsection "E.1.o." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B" attached hereto and made a part hereof.

**PART 2:** That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

**PART 3:** That this Ordinance shall take effect immediately from and after its passage.

**PASSED, ADOPTED and APPROVED this _____ day of ____, 2026.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## EXHIBIT A

That Ordinance No. 4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsection "E.1.o." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

### A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

### B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
2. Economic Development Master Plan dated February 2026;
3. The Water System Master Plan dated April 2017;
4. The Wastewater System Master Plan dated April 2017;
5. Northeast Gateway Redevelopment Plan dated September 2023;
6. Wellborn District Plan dated October 2023;
7. Housing Action Plan dated September 2024; and
8. Active Transportation Master Plan dated May 2026.

### C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Expiring the Bicycle, Pedestrian, and Greenways Master Plan dated January 2010 – Ordinance 4690 dated May 28, 2026.
7. Expiring the Northgate Redevelopment Plan dated November 1996 – Ordinance 4690 dated May 28, 2026.
8. Expiring the Revised Wolf Pen Creek Master Plan dated 1998 – Ordinance 4690 dated May 28, 2026.
9. Expiring the Northgate Redevelopment Implementation Plan dated July 2003 – Ordinance 4690 dated May 28, 2026.
10. Expiring the Medical District Master Plan dated October 2012 – Ordinance 4690 dated May 28, 2026.

**D. Text Amendments**

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
    c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

e. *Chapter 1. Plan Foundation, Chapter 2. Distinctive Places, Chapter 3. Strong Neighborhoods, Chapter 4. A Prosperous Economy, Chapter 5. Engaging Spaces, Chapter 6. Integrated Mobility, Chapter 7. Exceptional Service, Chapter 8. Managed Growth, Chapter 9. Collaborative Partnerships,* and *Chapter 10. Plan Implementation* by amending text based on the recommendations of the Comprehensive Plan 5-Year Evaluation & Appraisal Report 2025 to remove repeated or redundant narrative and outdated information; update existing conditions and contextual data; incorporate strategies and narrative related to the updated Economic Development Master Plan; amend the implementation table to include action items for Chapter 4; and combine and add action items to improve clarity for implementation – Ordinance 4690 dated May 28, 2026

## E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
    d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
    e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial – Ordinance 4525, dated June 27, 2024.
i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential – Ordinance 4566, dated December 12, 2024.
j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial – Ordinance 4571, dated January 23, 2025.
k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025.
m. Approximately 2.5 acres of land generally located south of the intersection of University Drive East and East Crest Drive from General Commercial to Urban Residential – Ordinance 4609, dated August 14, 2025.
n. Approximately 6.995 acres of land generally located at 8650 Turkey Creek Road from Neighborhood Center to Urban Residential – Ordinance 4660, dated March 26, 2026.
o. Approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South from General Commercial to Urban Residential

2. Planning Areas Map:
    a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
    b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    d. Removing the Medical District Master Plan and renumbering the planning areas – Ordinance 4690 dated May 28, 2026.
    e. Renaming the Harvey Road Redevelopment Area to the Harvey Road Corridor Redevelopment Plan, and adjusting the planning area boundaries – Ordinance 4690 dated May 28, 2026

3. Functional Classification & Context Class Map:
    a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    c. Amended to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south – Ordinance 4672, dated April 9, 2026
    d. Amended to remove the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 – Ordinance 4677, dated May 18, 2026
    e. Amended to reclassify Pebble Creek Parkway shown as a Minor Arterial to a Major Collector – Ordinance 4690 dated May 28, 2026.

## F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

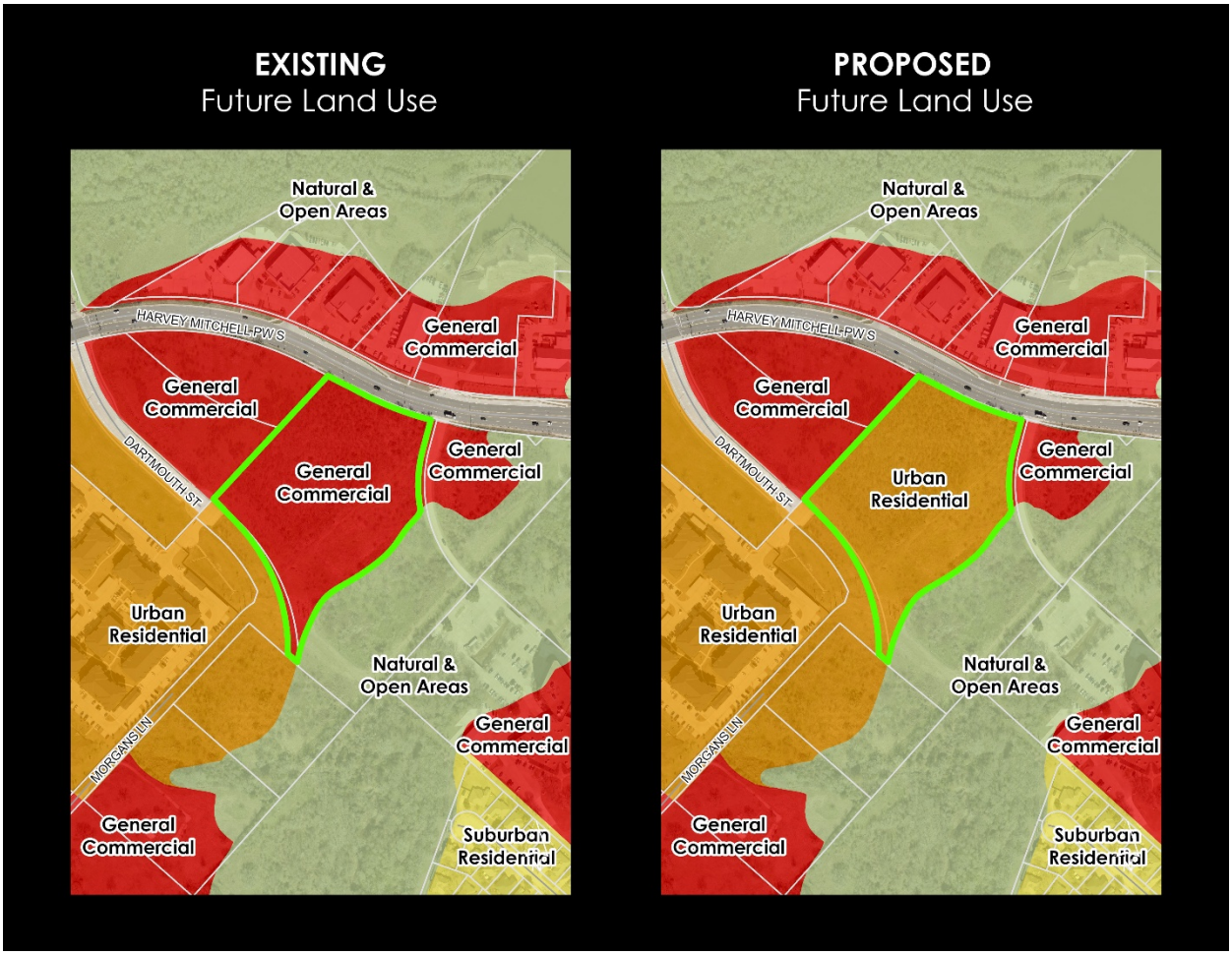
4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the

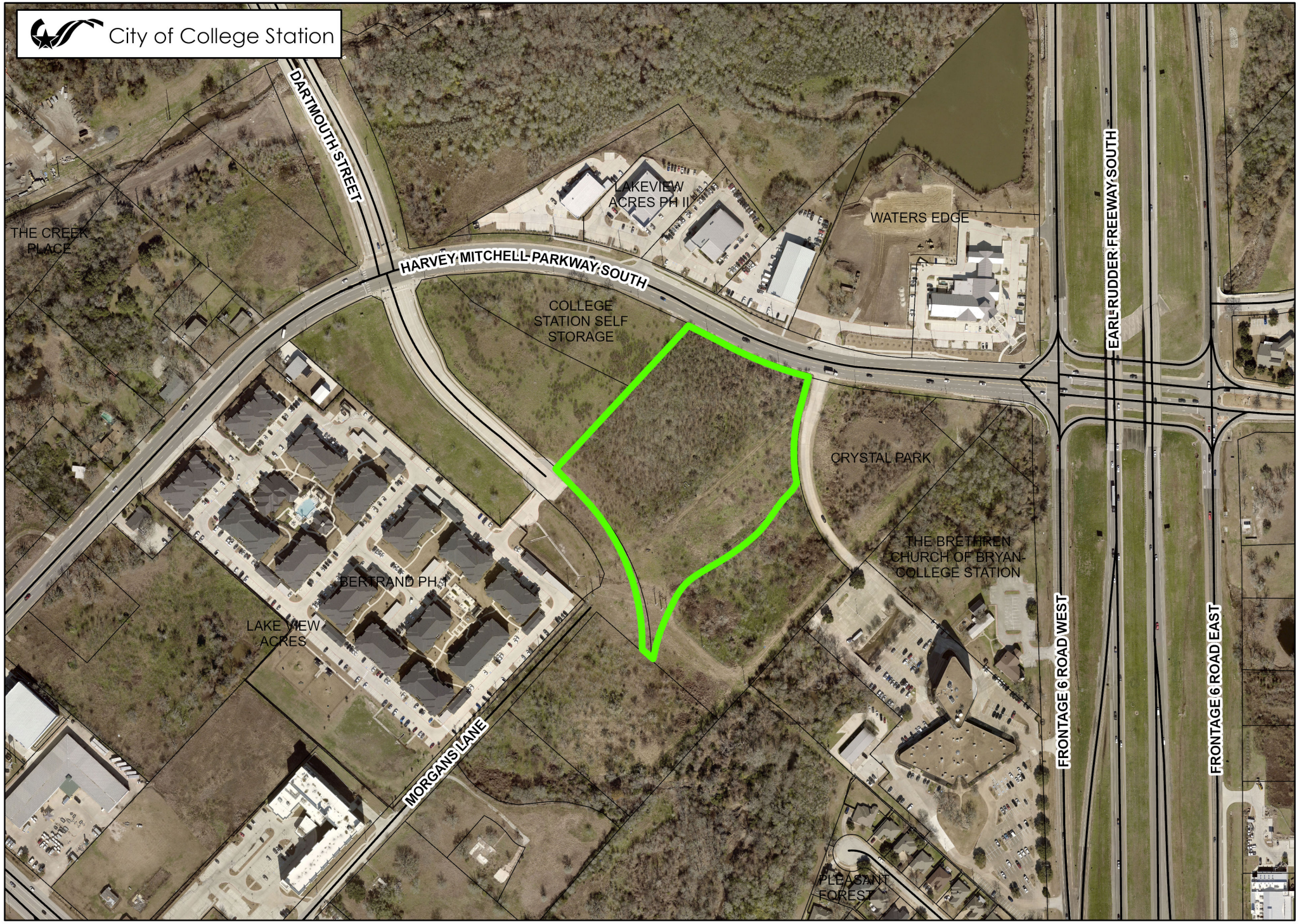
City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

## EXHIBIT B

That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of the map titled "Future Land Use & Character" from General Commercial to Urban Residential for the following property:

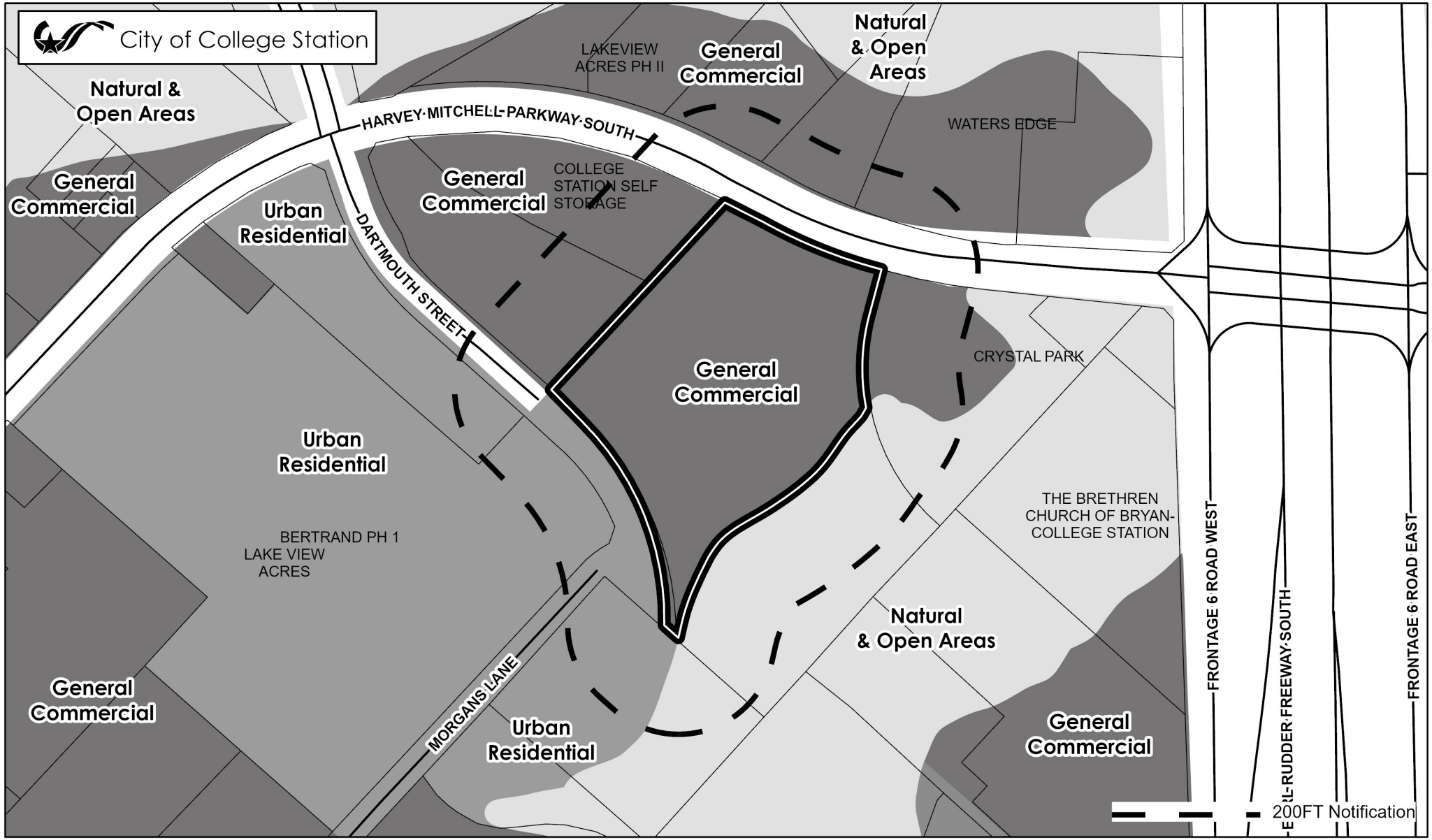





**DARTMOUTH CPA - GENERAL COMMERCIAL TO URBAN RESIDENTIAL**

Case: CPA2026-000003

COMPREHENSIVE PLAN AMENDMENT




**FUTURE LAND USE DISTRICTS** (In Grayscale)

Residential
Urban Residential
Mixed Residential
Suburban Residential
Estate Residential
Rural
Neighborhood Conservation

Non-Residential
General Commercial
Neighborhood Commercial
Business Center
Medical

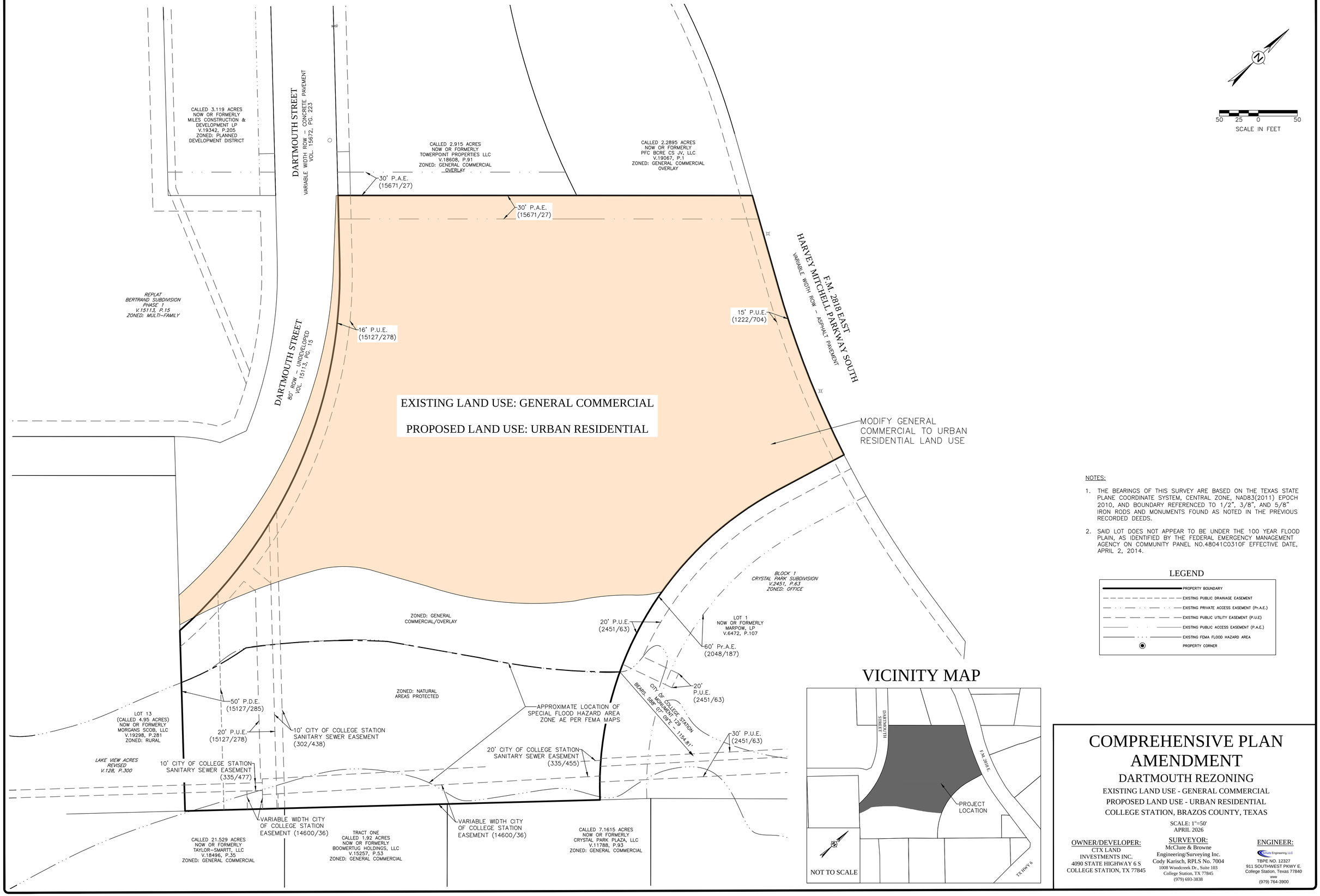
Combined Centers
Urban Center
Neighborhood Center

Other
Institutional/Public
TAMU
Parks & Greenways
Natural & Open Areas
Redevelopment Areas

NORTH 0 280 560 Feet

**DARTMOUTH CPA - GENERAL COMMERCIAL TO URBAN RESIDENTIAL**

Case: CPA2026-000003 COMPREHENSIVE PLAN AMENDMENT




NOTES:

1. THE BEARINGS OF THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) EPOCH 2010, AND BOUNDARY REFERENCED TO 1/2", 3/8", AND 5/8" IRON RODS AND MONUMENTS FOUND AS NOTED IN THE PREVIOUS RECORDED DEEDS.
2. SAID LOT DOES NOT APPEAR TO BE UNDER THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO.48041C0310F EFFECTIVE DATE, APRIL 2, 2014.

LEGEND

- PROPERTY BOUNDARY
- EXISTING PUBLIC DRAINAGE EASEMENT
- EXISTING PRIVATE ACCESS EASEMENT (Pr.A.E.)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- EXISTING FEMA FLOOD HAZARD AREA
- PROPERTY CORNER

## VICINITY MAP




# COMPREHENSIVE PLAN AMENDMENT

## DARTMOUTH REZONING

EXISTING LAND USE - GENERAL COMMERCIAL
PROPOSED LAND USE - URBAN RESIDENTIAL
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=50'
APRIL 2026


OWNER/DEVELOPER:
CTX LAND INVESTMENTS INC.
4090 STATE HIGHWAY 6 S
COLLEGE STATION, TX 77845

SURVEYOR:
McClure & Browne Engineering/Surveying Inc.
Cody Karisch, RPLS No. 7004
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
(979) 693-3838

ENGINEER:
Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

## BACKGROUND INFORMATION

**NOTIFICATIONS**

Advertised Commission Hearing Date: June 18, 2026
Advertised Council Hearing Date: July 9, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

N/A

Property owner notices mailed: 11

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

**ADJACENT LAND USES**

| Direction | Comprehensive Plan | Zoning | Land Use |
|---|---|---|---|
| **North** | General Commercial | GC General Commercial & OV Corridor Overlay | Vacant, Harvey Mitchell Parkway South (ROW) |
| **South** | Natural & Open Areas | GC General Commercial & OV Corridor Overlay, Natural Areas Protected | Vacant |
| **East** | Natural & Open Areas, General Commercial | O Office | Vacant |
| **West** | Urban Residential | GC General Commercial & OV Corridor Overlay, PDD Planned Development District, MF Multi-Family | Apartments, Vacant, Dartmouth Street (ROW) |

**DEVELOPMENT HISTORY**

**Annexed:** October 1969, February 1971

**Zoning:** R-1 Single-Family Residential (upon annexation 1969, 1971)
R-1 Single-Family Residential to P-MUD Planned Mixed-Use District (2004)
OV Corridor Overlay applied in 2004
P-MUD Planned Mixed-Use District & OV Corridor Overlay to GC General Commercial & OV Corridor Overlay and NAP Natural Areas Protected (2017)

**Final Plat:** Unplatted

**Site Development:** Vacant

# COMP PLAN APPLICATION SUPPORTING INFORMATION

**Name of Project:** DARTMOUTH-GC TO URBAN RESIDENTIAL (CPA2026-000003)

**Address:**

**Legal Description:** A004601, M RECTOR (ICL), TRACT 98, 10.431 ACRES

**Total Acreage:** 7.2

**Applicant:** SCHULTZ ENGINEERING

**Property Owner:** CTX Land Investments, Inc

**What element of the Comprehensive Plan and at what location is requested to be amended?**

Land Use

**What is the amendment requested?**

Change the land from General Commercial to Urban Residential

**What is the reason for the amendment?**

Increase in demand for housing requires changing the land use and zoning of the property.

**Explain the changed or changing conditions in the subject area of the City.**

Increase in housing demand and a lack of supply.

**How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?**

There is an existing multi-family use to the west, and a self-storage facility is under construction to the north. The remainder of the adjacent property is vacant. The majority of the perimeter of this tract is street right of way, private access road or natural area protected. A public way will be constructed between this tract and the adjacent commercial property, so there will be no uses immediately adjacent to this multi-family use so it will be a compatible use.

**Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.**

The environmentally sensitive area will not be impacted as the floodplain was previously zoned Natural Area Protected.

**List any impacts on infrastructure, including water, wastewater, drainage, and transportation network.**

The existing water and wastewater are adequate for this development. The drainage will be evaluated to determine the impact.

**Explain how this change will be consistant with the goals and strategies set forth in the Comprehensive Plan.**

This development will provide housing in a location that has adequate access, utilities and commercial uses to support the development.

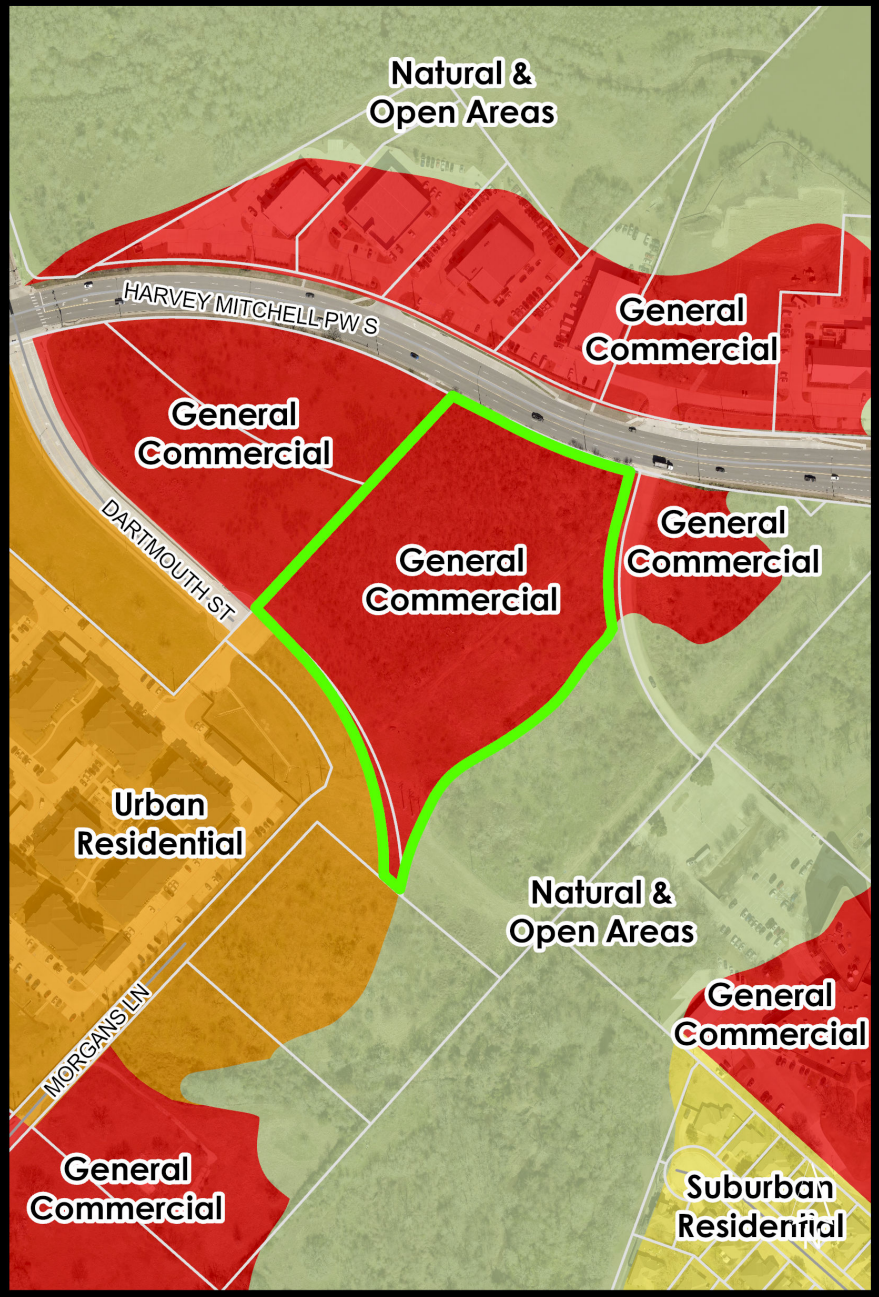
**List any other reasons to support this zone change.**

N/A

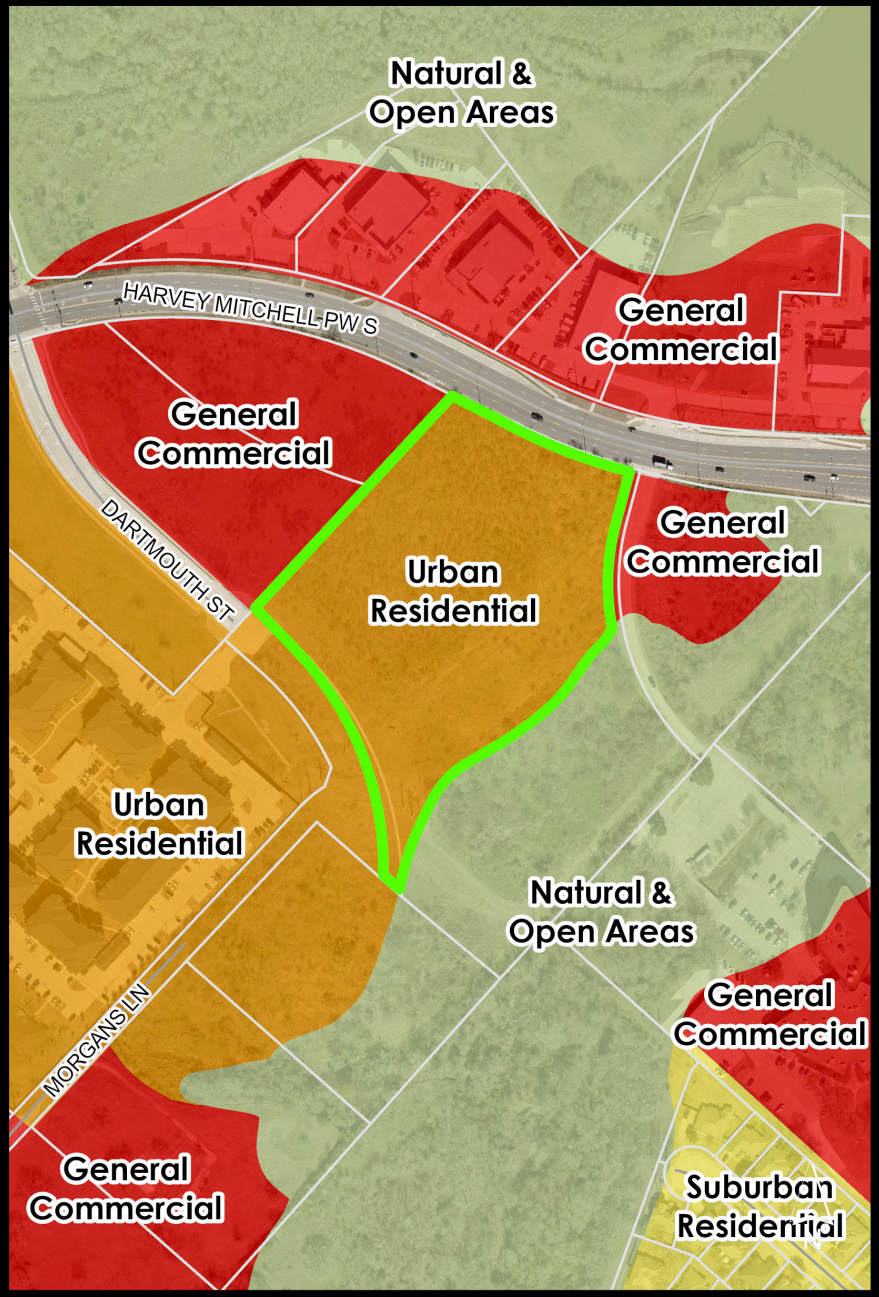
**List any other additional properties.**

N/A

**EXISTING**
Future Land Use




**PROPOSED**
Future Land Use



**July 9, 2026**
**Item No. 9.2.**
**Dartmouth-Rezoning**

**Sponsor:** Jeff Howell, Senior Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, "Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial & OV Corridor Overlay to MF Multi-Family (7.20 acres) & NAP Natural Areas Protected (0.829 acres) for approximately 8.029 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South.

**Relationship to Strategic Goals:**
Diverse & Growing Economy

**Recommendation(s):** This item was heard at the June 18 Planning and Zoning Commission meeting where the Commission voted 4-2 to recommend approval. Staff recommends denial of this rezoning request as it is not in line with the Comprehensive Plan and not compatible with the surrounding area.

**Summary:** This request is to rezone approximately 8.029 acres of land generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South from GC General Commercial & OV Corridor Overlay to MF Multi-Family & NAP Natural Areas Protected. The tract proposed to be rezoned consists of an un-platted property and is currently vacant. The property was originally zoned to GC General Commercial with a corridor overlay and Natural Areas Protected in 2017. This zoning request is in an effort to provide additional housing to this area along the corridor. The applicant is requesting the zoning district change to allow for a proposed multi-family development which would not be allowed on property zoned GC General Commercial. The applicant is also requesting the rezoning to NAP Natural Areas Protected for a portion of the property to correct an error in the original zoning map. On the entire property, the applicant is also requesting the removal of OV Corridor Overlay.

**REZONING REVIEW CRITERIA**

**1. Whether the proposal is consistent with the Comprehensive Plan:**
The subject tract is designated as General Commercial on the Comprehensive Plan Future Land Use & Character Map. For the General Commercial land use, the Comprehensive Plan provides the following:

*Areas appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.*

The intent of the General Commercial land use is to accommodate commercial uses, concentrate development at major intersections, and encourage shared surface parking.

The zoning districts that are generally appropriate within the General Commercial land use include: General commercial, office, and mixed-use zoning.

The applicant has submitted an amendment request for a land use change from General Commercial to Urban Residential. For the Urban Residential land use, the Comprehensive Plan provides the following:

*Areas appropriate for a range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas.*

The intent of the Urban Residential land use is to accommodate a wide range of attractive multifamily housing for a diverse population. Buildings may be clustered and grouped with connectivity between developments.

The zoning districts that are generally appropriate within the Urban Residential land use include: Multi-family, townhouse, mixed-use, and limited suburban commercial zoning.

In the Comprehensive Plan, the property is located within the Harvey Mitchell Corridor (Planning Area 11) which is a gateway corridor from State Highway 6 intended to be an urban area incorporating the natural features of the area. Gateway Corridors provide a link between districts and serve as a focal entry point into the City.

Staff believes the proposal to amend the entire property to Urban Residential is not compatible with the character of the area nor previous efforts of the City as there is no preservation of the commercial corridor of Harvey Mitchell Parkway South, specifically towards Earl Rudder Freeway South. In an effort to support the Economic Master Plan in 2016 and 2017, as part of a city-wide initiative with the Economic Development Department over 100 acres were rezoned to GC General Commercial throughout the City to preserve potential commercial sites for future development to ensure there are opportunities to expand retail services and support a diversified economy. While multi-family uses do exist in the area, other commercial and non-residential developments are provided in this area closer to major roadways. Furthermore, the City of College Station entered into an interlocal 380 agreement with Brazos County in 2017 regarding the extension of public infrastructure for Dartmouth Street between Harvey Mitchell Parkway and Texas Avenue. The purpose of this ILA was to promote economic development and stimulate business and commercial activity within the County. A separate development agreement was entered into with the property owner in 2017 for the construction of the portion of Dartmouth Street as it is today and its future extension with an indication this property was initially planned for commercial development.

Should the request to amend the Comprehensive Plan be denied, the rezoning request is no longer consistent with the Comprehensive Plan Future Land Use and Character Map.

**2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:**
The subject property is near other existing multifamily uses which are adjacent to the west. Directly abutting to the north, the properties are vacant, while those to the east are also vacant. Along Harvey Mitchell Parkway South, there are existing commercial developments on the other side of the road as well as towards Earl Rudder Freeway South. However, due to this designation of General Commercial on both sides of Harvey Mitchell Parkway, this corridor to Earl Rudder Freeway South should be preserved to allow for additional non-residential development in the area. A portion of the

property is also zoned NAP Natural Areas Protected due to the existing floodplain on the property. As proposed to be strictly multi-family, this property would not be compatible with existing uses, development patterns, and character of the corridor, however other MF Multi-Family zoned properties are in the area.

**3. Whether the property to be rezoned is physically suitable for the proposed zoning district:**
The size and location of the subject property is suitable for a multi-family development, and would have to conform to the density and development standards for the district. Along with the request to remove the OV Corridor Overlay, the site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance. It was indicated by the applicant the Overlay is not needed as the request is for multifamily and other apartments in this area do not have the Corridor Overlay. While the Corridor Overlay exists on one side of Harvey Mitchell Parkway South, due to the size of the property, it appears that a commercial area could be provided along the corridor and allow for a multi-family development as well.

**4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:**
The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located near the intersection of Harvey Mitchell Parkway South and Dartmouth Street. Harvey Mitchell Parkway South is identified as a Major Arterial on the Thoroughfare Plan, while Dartmouth Street is a Major Collector. Additional right-of-way may need to be dedicated as part of the platting process along Harvey Mitchell Parkway South. Access to adjacent roadways and an extension of Dartmouth Street would be coordinated through the platting and site plan process. The existing use is expected to generate less than 150 trips in any peak hour; therefore, a Traffic Impact Analysis (TIA) was not required to be submitted with the application.

**5. The marketability of the property:**
The applicant states there is a significant amount of commercial property available for development, so it's not likely this property will be developed as commercial and this request is to increase the supply of housing.

**Budget & Financial Summary:** N/A

**Attachments:**
1. Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GC GENERAL COMMERCIAL & OV CORRIDOR OVERLAY TO MF MULTI-FAMILY (7.20 ACRES) & NAP NATURAL AREAS PROTECTED (0.829 ACRES) AFFECTING APPROXIMATELY 8.029 ACRES GENERALLY LOCATED ON HARVEY MITCHELL PARKWAY SOUTH BETWEEN DARTMOUTH STREET AND EARL RUDDER FREEWAY SOUTH CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

**PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

**PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GC General Commercial & OV Corridor Overlay to MF Multi-Family (7.20 acres) & NAP Natural Areas Protected (0.829 acres):

FIELD NOTES
7.20 ACRES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR LEAGUE, Abstract No. 46, in College Station, Brazos County, Texas and being part of the called 12.489 acre Tract Two described in the deed from Ruth Marie Porter Bertrand, A/K/A Ruth M. Bertrand, a single woman, and as Trustee of the Clint Albert Bertrand and Ruth Marie Porter Bertrand Revocable Living Trust to CTX Land Investments, LLC recorded in Volume 12863, Page 225 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common north corner of this herein described tract and the called 12.489 acre CTX Land Investments, LLC Tract Two, said iron rod also marking the east corner of the called 2.2895 acre PFC BCRE CS JV, LLC tract recorded in Volume 19067, Page 1 (O.P.R.B.C.) and being in the southwest right-of-way line of F.M. 2818 East (based on variable width);

THENCE: along the southwest right-of-way line of said F.M. 2818 East for the following two (2) calls:

1) S 62° 49' 48" E (DEED CALL: S 59° 13' 58" E) for a distance of 119.61 feet to a TxDOT Concrete Monument marking the Point of Curvature of a curve to the left, and
2) 233.45 feet along the arc of said curve having a central angle of 10° 57' 09", a radius of 1221.24 feet, a tangent of 117.08 feet and long chord bearing S 68° 18' 22" E at a distance of 233.09 feet to a found 5/8-inch iron rod marking the common most northerly east corner of this tract and the called 12.489 acre CTX Land Investments, LLC Tract Two, said iron rod also marking the north corner of Lot 1, CRYSTAL PARK SUBDIVISION according to the Final Plat recorded in Volume 2451, Page 63 of the Official Records of Brazos County, Texas (O.R.B.C.);

THENCE: along the common line of this tract and said Lot 1 for the following two (2) calls:

1) S 14° 54' 11" W (DEED CALL: S 18° 30' 01" W) for a distance of 97.15 feet to a found 1/2-inch iron rod marking the Point of Curvature of a curve to the left, and
2) 251.94 feet along the arc of said curve having a central angle of 33° 34' 14", a radius of 430.00 feet, a tangent of 129.70 feet and long chord bearing S 01° 52' 56" E at a distance of 248.36 feet to a point for the southeast corner of this tract;

THENCE: into and through the called 12.489 acre CTX Land Investments, LLC Tract Two for the following six (6) calls:

1) S 41° 17' 05" W for a distance of 188.81 feet to an angle point,
2) S 86° 51' 57" W for a distance of 65.55 feet to an angle point,
3) S 51° 18' 18" W for a distance of 151.48 feet to an angle point,
4) S 38° 38' 00" W for a distance of 99.33 feet to an angle point,
5) S 00° 47' 18" W for a distance of 73.41 feet to an angle point, and
6) S 21° 10' 23" W for a distance of 53.99 feet to a point for the south corner of this herein described tract, said point also being in the northeast line of the called 4.95 acre Morgans SCOB, LLC tract recorded in Volume 19298, Page 281 (O.P.R.B.C.);

THENCE: N 48° 35' 50" W (DEED CALL: N 45° 00' 01" W) along the common line of this tract and the called 4.95 acre Morgans SCOB, LLC tract for a distance of 11.22 feet to a found 1/2-inch iron rod marking the Point of Curvature of a curve to the left, said iron rod also marking the north corner of the called 4.95 acre Morgans SCOB, LLC tract and being in the east right-of-way line of Dartmouth Street (based on an 80-foot width);

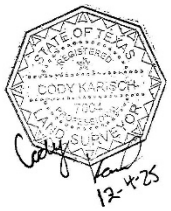
THENCE: along the east right-of-way line of said Dartmouth Street for the following two (2) calls:

1) 532.84 feet along the arc of said curve having a central angle of 49° 38' 30", a radius of 615.00 feet, a tangent of 284.44 feet and long chord bearing N 23° 36' 24" W at a distance of 516.33 feet to a 1/2-inch iron rod set for the Point of Tangency, and
2) N 48° 25' 39" W for a distance of 83.82 feet to a found PK nail marking the west corner of this tract, said PK nail also marking the south corner of the called 2.915 acre Towerpoint Properties, LLC tract recorded in Volume 18608, Page 91 (O.P.R.B.C.);

THENCE: N 43° 01' 18" E (DEED CALL: N 46° 37' 08" E) along the common line of this tract and the called 2.915 acre Towerpoint Properties, LLC tract for a distance of 306.13 feet to a found 1/2-inch iron rod marking an angle point of this tract, said iron rod also marking the east corner of the called 2.915 acre Towerpoint Properties, LLC tract and the south corner of the called 2.2895 acre PFC BCRE CS JV, LLC tract;

THENCE: N 43° 03' 34" E (DEED CALL: N 46° 39' 24" E) along the common line of this tract and the called 2.2895 acre PFC BCRE CS JV, LLC tract for a distance of 225.02 feet to the POINT OF BEGINNING and containing 7.20 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on December 4, 2025.



FIELD NOTES
0.829 ACRES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR LEAGUE, Abstract No. 46, in College Station, Brazos County, Texas and being part of the called 12.489 acre Tract Two described in the deed from Ruth Marie Porter Bertrand, A/K/A Ruth M. Bertrand, a single woman, and as Trustee of the Clint Albert Bertrand and Ruth Marie Porter Bertrand Revocable Living Trust to CTX Land Investments, LLC recorded in Volume 12863, Page 225 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the south corner of the called 12.489 acre CTX Land Investments, LLC Tract Two, said iron rod also marking the east corner of the called 4.95 acre Morgans SCOB, LLC tract recorded in Volume 19298, Page 281 (O.P.R.B.C.) and being in the northwest line of the called 21.529 acre Taylor-Smartt, LLC tract recorded in Volume 18496, Page 35 (O.P.R.B.C.);

THENCE: N 48° 35' 50" W (DEED CALL: N 45° 00' 01" W) along the common line of the called 12.489 acre CTX Land Investments, LLC Tract Two and the called 4.95 acre Morgans SCOB, LLC tract for a distance of 164.72 feet to a point for the south corner of this herein described tract and the POINT OF BEGINNING;

THENCE: N 48° 35' 50" W (DEED CALL: N 45° 00' 01" W) for a distance of 55.65 feet to a //found// -inch iron rod //set// for corner, from whence a found 1/2-inch iron rod marking the southwest corner of the called 12.489 acre CTX Land Investments, LLC Tract Two bears N 48° 35' 50" W at a distance of 11.22 feet for reference;

THENCE: into and through the called 12.489 acre CTX Land Investments, LLC Tract Two for the following six (6) calls:

1) N 21° 10' 23" E for a distance of 53.99 feet to an angle point,
2) N 00° 47' 18" E for a distance of 73.41 feet to an angle point,
3) N 38° 38' 00" E for a distance of 99.33 feet to an angle point,
4) N 51° 18' 18" E for a distance of 151.48 feet to an angle point,
5) N 86° 51' 57" E for a distance of 65.55 feet to an angle point, and
6) N 41° 17' 05" E for a distance of 188.81 feet to a point for the north corner of this tract, said point also being in the west line of Lot 1, Block 1, CRYSTAL PARK SUBDIVISION according to the Final Plat recorded in Volume 2451, Page 63 of the Official Records of Brazos County, Texas (O.R.B.C.);

THENCE: 62.93 feet in a counterclockwise direction along the arc of a curve having a central angle of 08° 23' 08", a radius of 429.97 feet, a tangent of 31.52 feet and long chord bearing S 22° 51' 36" E at a distance of 62.87 feet to a point for the east corner of this tract, from whence a found 1/2-inch iron rod marking the southeast corner of the called 12.489 acre CTX Land Investments, LLC Tract Two bears S 38° 11' 12" E at a distance of 166.09 feet for reference;

THENCE: into and through the called 12.489 acre CTX Land Investments, LLC Tract Two for the following four (4) calls:

1) 182.75 feet in a clockwise direction along the arc of a curve having a central angle of 13° 11' 42", a radius of 793.56 feet, a tangent of 91.78 feet and long chord bearing S 48° 49' 24" W at a distance of 182.35 feet to the Point of Tangency,
2) S 53° 02' 57" W for a distance of 118.73 feet to the Point of Curvature of a curve to the left,
3) 181.80 feet along the arc of said curve having a central angle of 11° 10' 35", a radius of 931.99 feet, a tangent of 91.19 feet and long chord bearing S 40° 21' 07" W at a distance of 181.51 feet to the Point of Reverse Curvature, and
4) 93.91 feet along the arc of said curve having a central angle of 13° 37' 19", a radius of 395.02 feet, a tangent of 47.18 foot and long chord bearing S 14° 43' 07" W at a distance of 93.69 feet to the POINT OF BEGINNING and containing 0.829 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March, 2026.

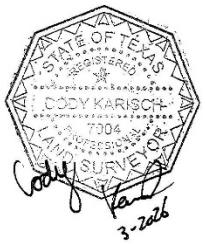
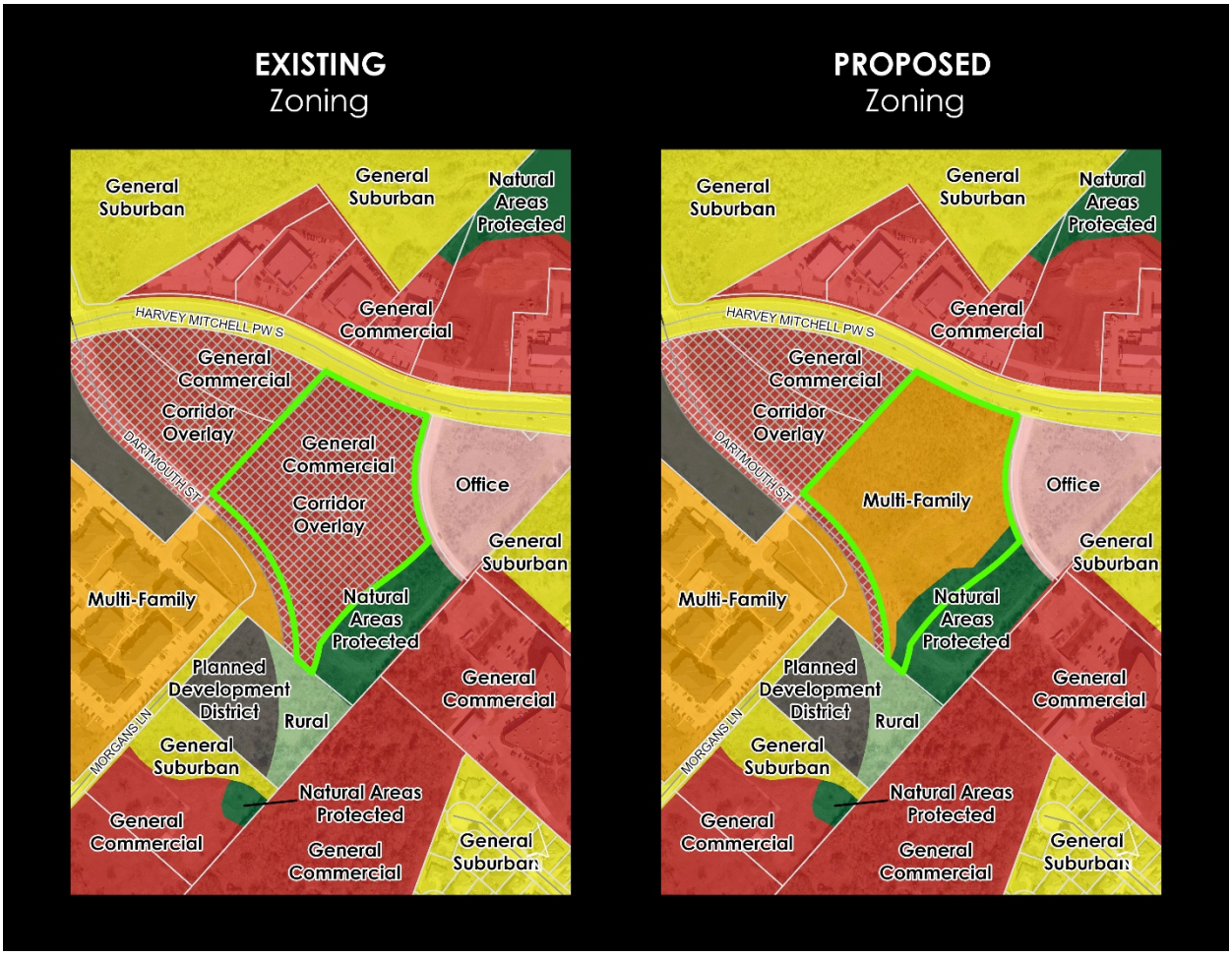
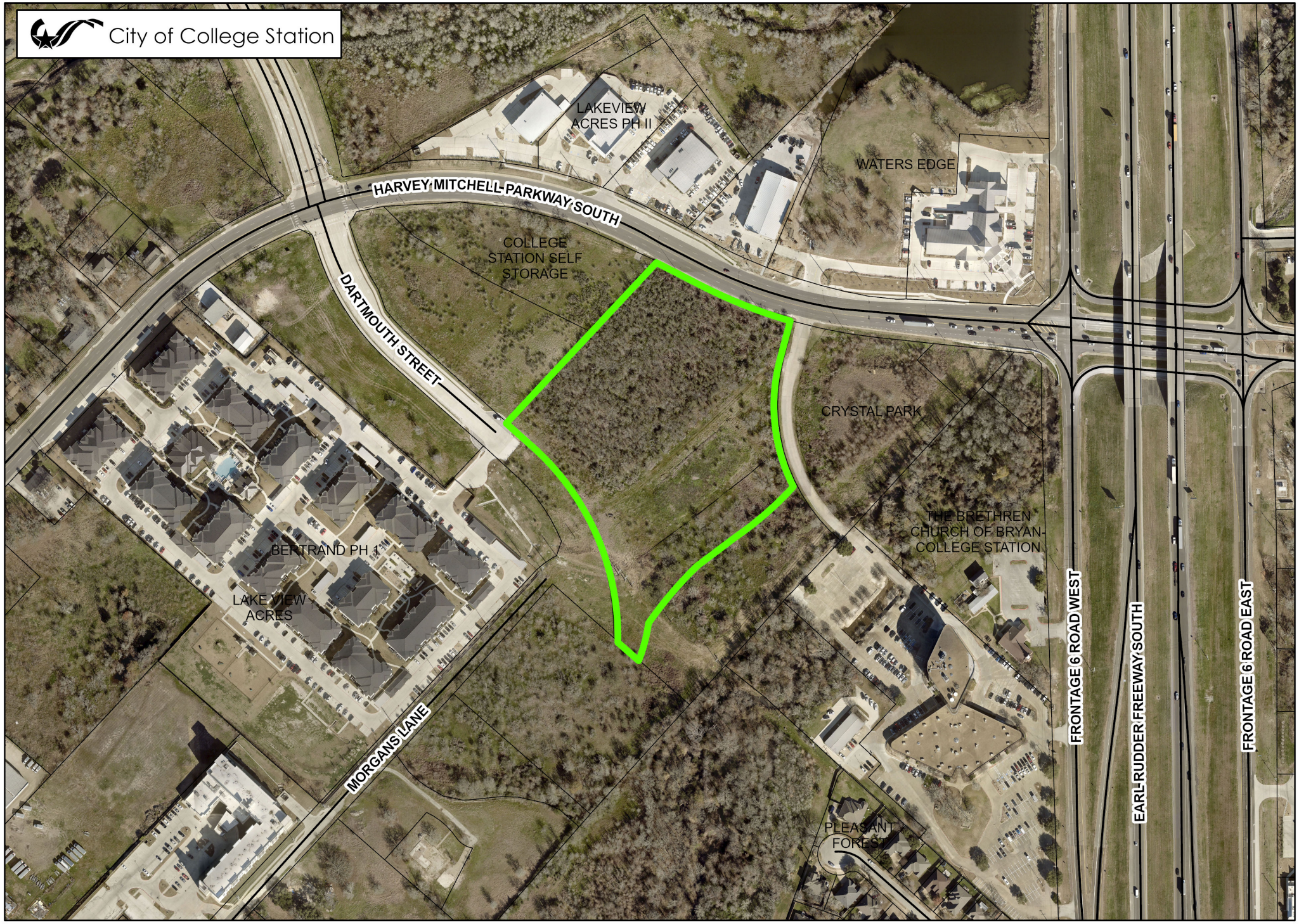


**Exhibit B**

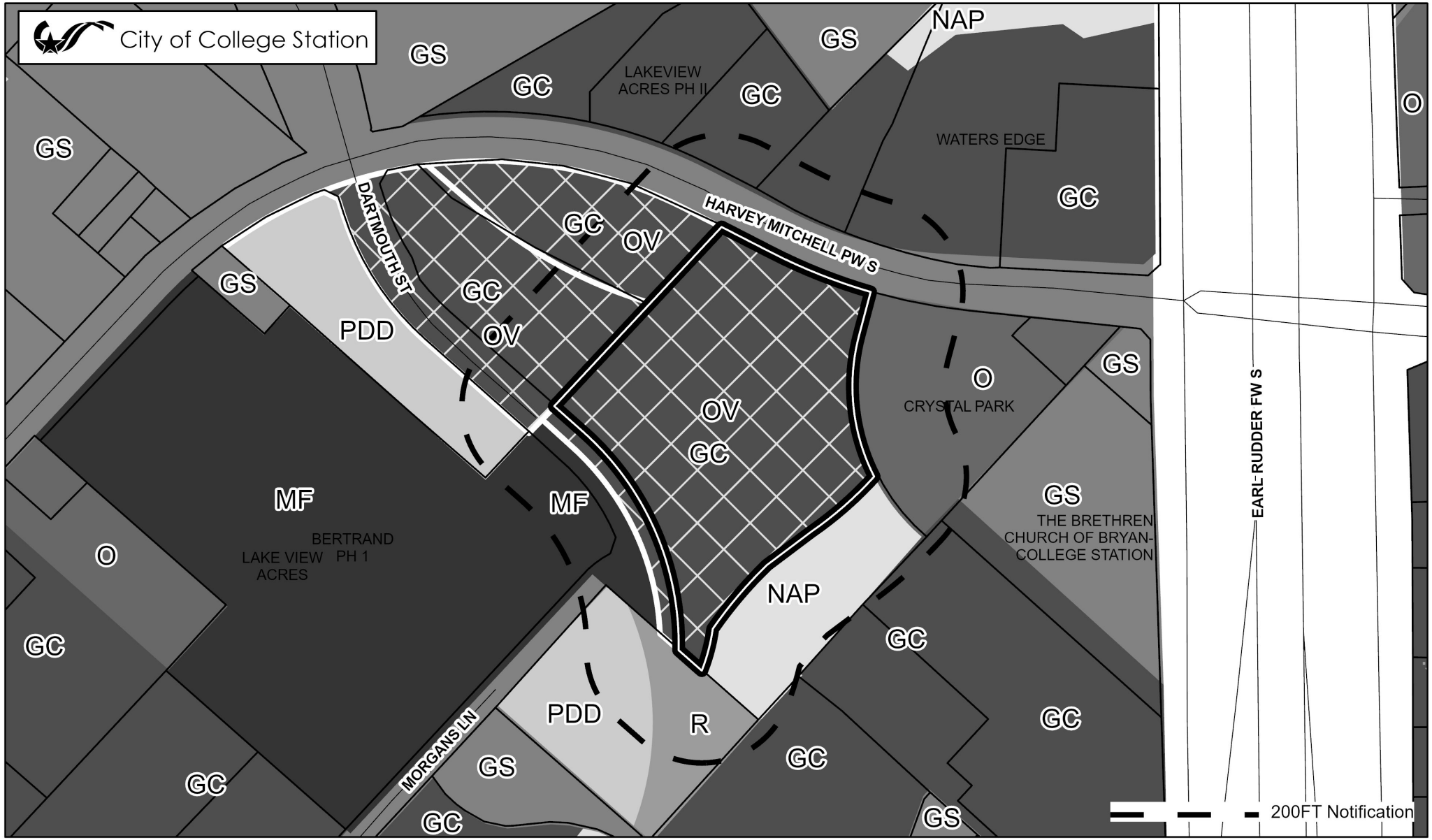

EXISTING
Zoning
General Suburban
General Suburban
Natural Areas Protected
HARVEY MITCHELL PW S
General Commercial
General Commercial
Corridor Overlay
DARTMOUTH ST
General Commercial
Corridor Overlay
Office
General Suburban
Multi-Family
Natural Areas Protected
Planned Development District
Rural
General Commercial
MORGANS LN
General Suburban
Natural Areas Protected
General Commercial
General Commercial
General Suburban
PROPOSED
Zoning
General Suburban
General Suburban
Natural Areas Protected
HARVEY MITCHELL PW S
General Commercial
General Commercial
Corridor Overlay
DARTMOUTH ST
Multi-Family
Office
General Suburban
Multi-Family
Natural Areas Protected
Planned Development District
Rural
General Commercial
MORGANS LN
General Suburban
Natural Areas Protected
General Commercial
General Commercial
General Suburban




**DARTMOUTH REZONING - GC & OV TO MF & NAP**

Case: REZ2026-000001

REZONING




**ZONING DISTRICTS** (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

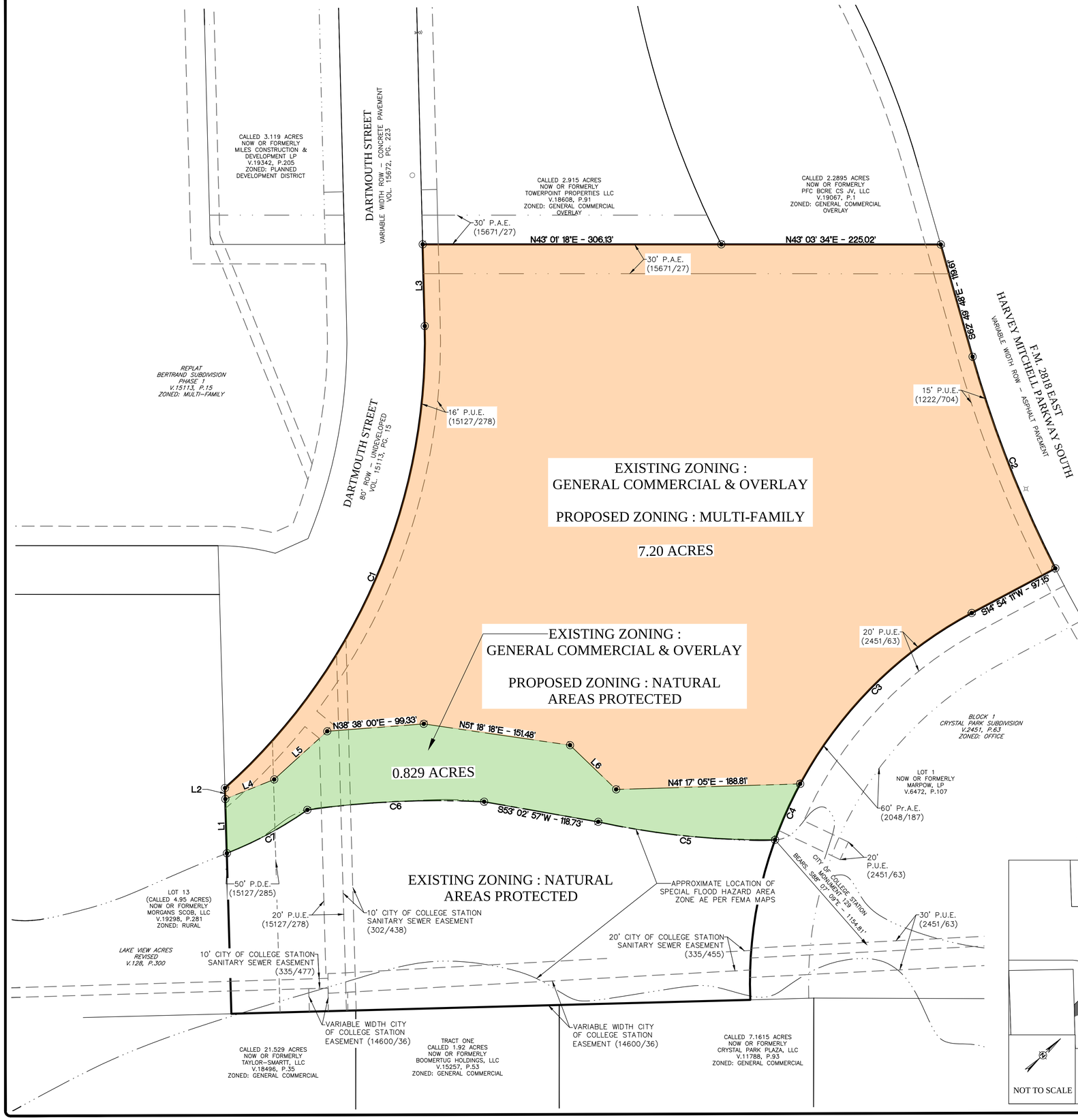
NORTH

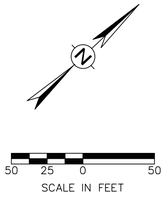
0 290 580 Feet

**DARTMOUTH REZONING - GC & OV TO MF & NAP**

Case: REZ2026-000001

REZONING



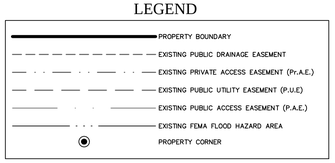

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 55.65' | N48° 35' 50"W |
| L2 | 11.22' | N48° 35' 50"W |
| L3 | 83.82' | N48° 25' 39"W |
| L4 | 53.99' | N21° 10' 23"E |
| L5 | 73.41' | N0° 47' 18"E |
| L6 | 65.55' | N86° 51' 57"E |

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHORD DIRECTION |
| C1 | 532.84' | 615.00' | 049°38'30" | 284.44' | 516.33' | N23°36'24"W |
| C2 | 233.45' | 1221.24' | 010°57'09" | 117.08' | 233.09' | S68°18'22"E |
| C3 | 251.94' | 430.00' | 033°34'14" | 129.70' | 248.36' | S01°52'56"E |
| C4 | 62.93' | 429.97' | 008°23'08" | 31.52' | 62.87' | S22°51'36"E |
| C5 | 182.75' | 793.56' | 013°11'42" | 91.78' | 182.35' | S48°49'24"W |
| C6 | 181.80' | 931.99' | 011°10'35" | 91.19' | 181.51' | S40°21'07"W |
| C7 | 93.91' | 395.02' | 013°37'19" | 47.18' | 93.69' | S14°43'07"W |

NOTES:

1. THE BEARINGS OF THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) EPOCH 2010, AND BOUNDARY REFERENCED TO 1/2", 3/8", AND 5/8" IRON RODS AND MONUMENTS FOUND AS NOTED IN THE PREVIOUS RECORDED DEEDS.
2. A PORTION OF SAID LOT DOES APPEAR TO BE UNDER THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO.48041C0310F EFFECTIVE DATE, APRIL 2, 2014.

LEGEND




## VICINITY MAP




# REZONING EXHIBIT

## DARTMOUTH REZONING

EXISTING ZONING - GENERAL COMMERCIAL & OVERLAY

PROPOSED ZONING - MULTI-FAMILY

7.20 ACRES

PROPOSED ZONING - NATURAL AREAS PROTECTED

0.829 ACRES

BEING A PORTION OF MORGAN RECTOR'S LEAGUE No. 46

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=50'

APRIL 2026


OWNER/DEVELOPER:
CTX LAND
INVESTMENTS INC.
4090 STATE HIGHWAY 6 S
COLLEGE STATION, TX 77845

SURVEYOR:
McClure & Browne
Engineering/Surveying Inc.
Cody Karisch, RPLS No. 7004
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
(979) 693-3838

ENGINEER:
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

## BACKGROUND INFORMATION

**NOTIFICATIONS**

Advertised Commission Hearing Date: June 18, 2026
Advertised Council Hearing Date: July 9, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

N/A

Property owner notices mailed: 11

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

**ADJACENT LAND USES**

| Direction | Comprehensive Plan | Zoning | Land Use |
|---|---|---|---|
| **North** | General Commercial | GC General Commercial & OV Corridor Overlay | Vacant, Harvey Mitchell Parkway South (ROW) |
| **South** | Natural & Open Areas | Natural Areas Protected | Vacant |
| **East** | Natural & Open Areas, General Commercial | O Office | Vacant |
| **West** | Urban Residential | GC General Commercial & OV Corridor Overlay, PDD Planned Development District, MF Multi-Family | Apartments, Vacant, Dartmouth Street (ROW) |

**DEVELOPMENT HISTORY**

**Annexed:** October 1969, February 1971

**Zoning:** R-1 Single-Family Residential (upon annexation 1969, 1971)
R-1 Single-Family Residential to P-MUD Planned Mixed-Use District (2004)
OV Corridor Overlay applied in 2004
P-MUD Planned Mixed-Use District & OV Corridor Overlay to GC General Commercial & OV Corridor Overlay and NAP Natural Areas Protected (2017)

**Final Plat:** Unplatted

**Site Development:** Vacant

# REZONING APPLICATION
# SUPPORTING INFORMATION

**Name of Project:** DARTMOUTH - GC/OV TO MULTI-FAMILY (REZ2026-000001)

**Address:** N/A

**Legal Description:** A004601, M RECTOR (ICL), TRACT 98, 10.431 ACRES

**Total Acreage:** 8.03

**Applicant::** SCHULTZ ENGINEERING

**Property Owner:** CTX Land Investments, Inc

**List the changed or changing conditions in the area or in the City which make this zone change necessary.**

An increased demand for housing in the city has resulted in a need for multi-family units due to the lack of attainable housing options. The Overlay District is not necessary for the proposed multifamily zoning as no additional requirements should be applied to the underlying area.
The NAP area is being rezoned to address a discrepancy in the previous zoning of this area.

**Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.**

A Comprehensive Plan Land Use amendment is being requested for this property so that the zoning is in accordance with the plan.

**How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?**

The property is suitable for commercial development. However, no interest has been shown for commercial development. The Overlay District would be appropriate for the commercial district zoning but not the multi-family use.
The NAP area is being rezoned to address a discrepancy in the previous zoning of this area.

**Explain the suitability of the property for uses permitted by the rezoning district requested.**

This Rezoning is suitable for this property because of the demand for attainable housing and the proposed use being compatible to the surrounding uses. There are existing businesses and apartments in this area that do not have the Overlay District so it is not needed.
The NAP area is being rezoned to address a discrepancy in the previous zoning of this area.

**Explain the suitability of the property for uses permitted by the current zoning district.**

This Rezoning is suitable for this property because of the demand for attainable housing and the proposed use being compatible to the surrounding uses.

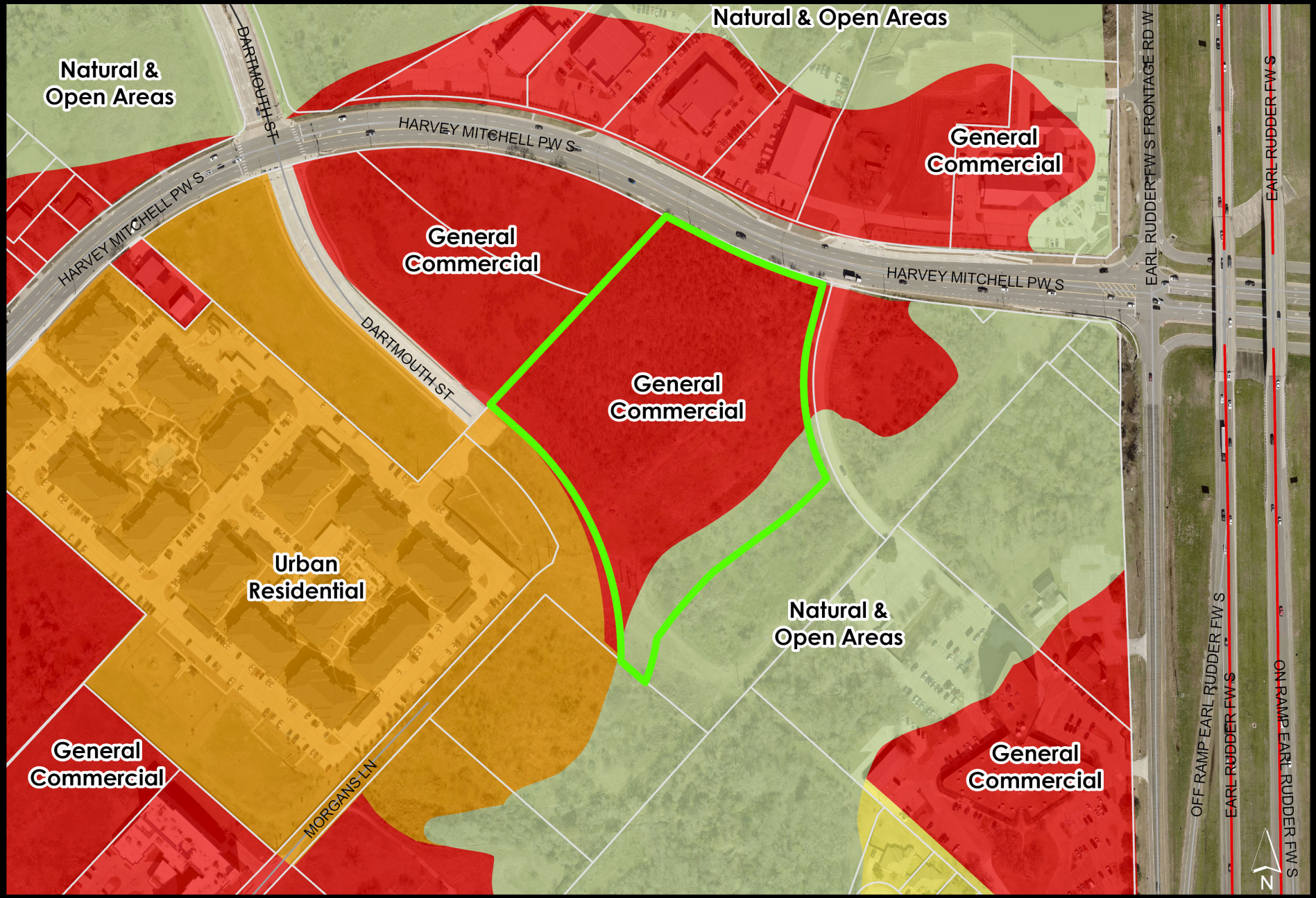
**Explain the marketability of the property for uses permitted by the current zoning district.**

There is a significant amount of commercial property available for development so it's not likely this property will be developed as commercial.

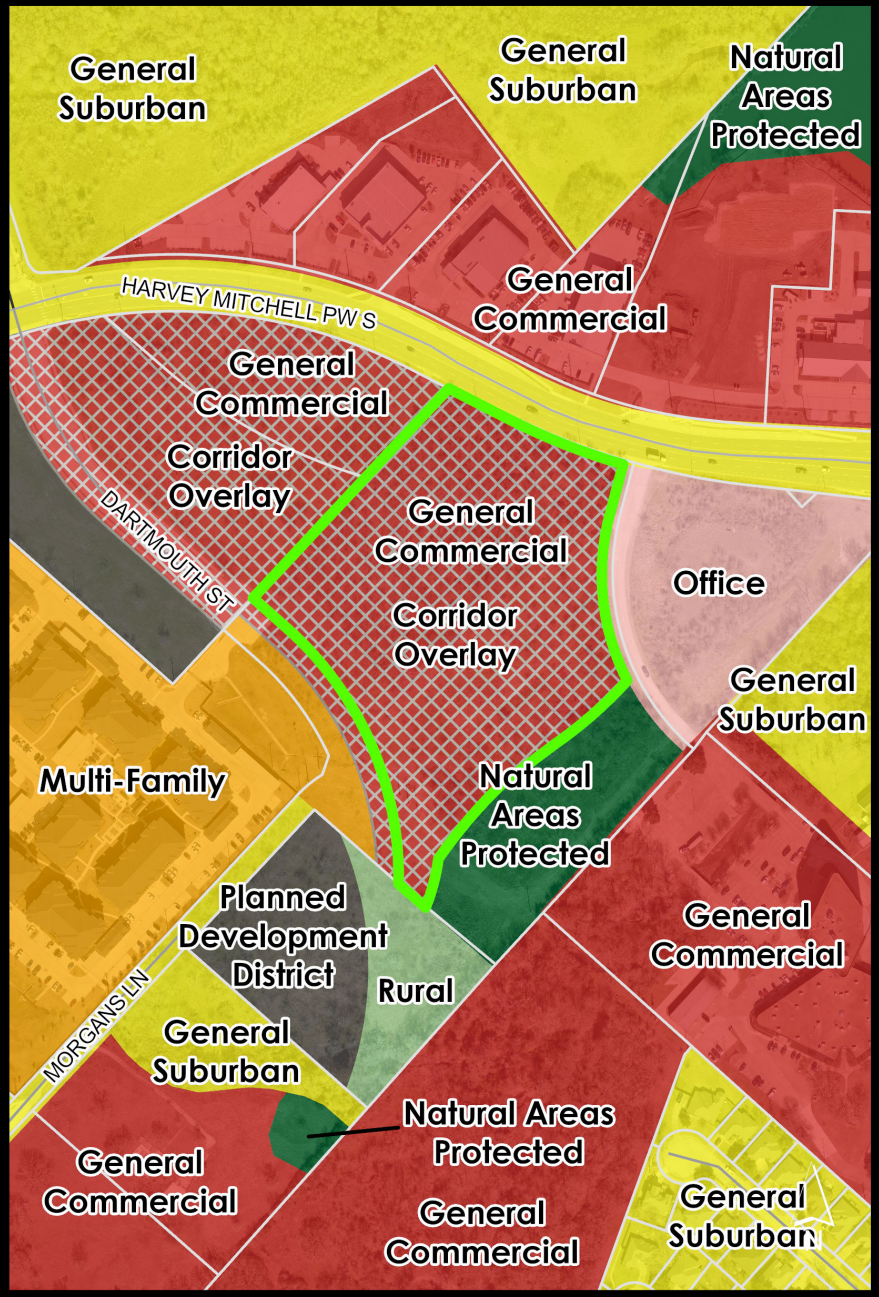
**List any other reasons to support this zone change.**

Increase the supply of housing.
The NAP area is being rezoned to address a discrepancy in the previous zoning of this area.

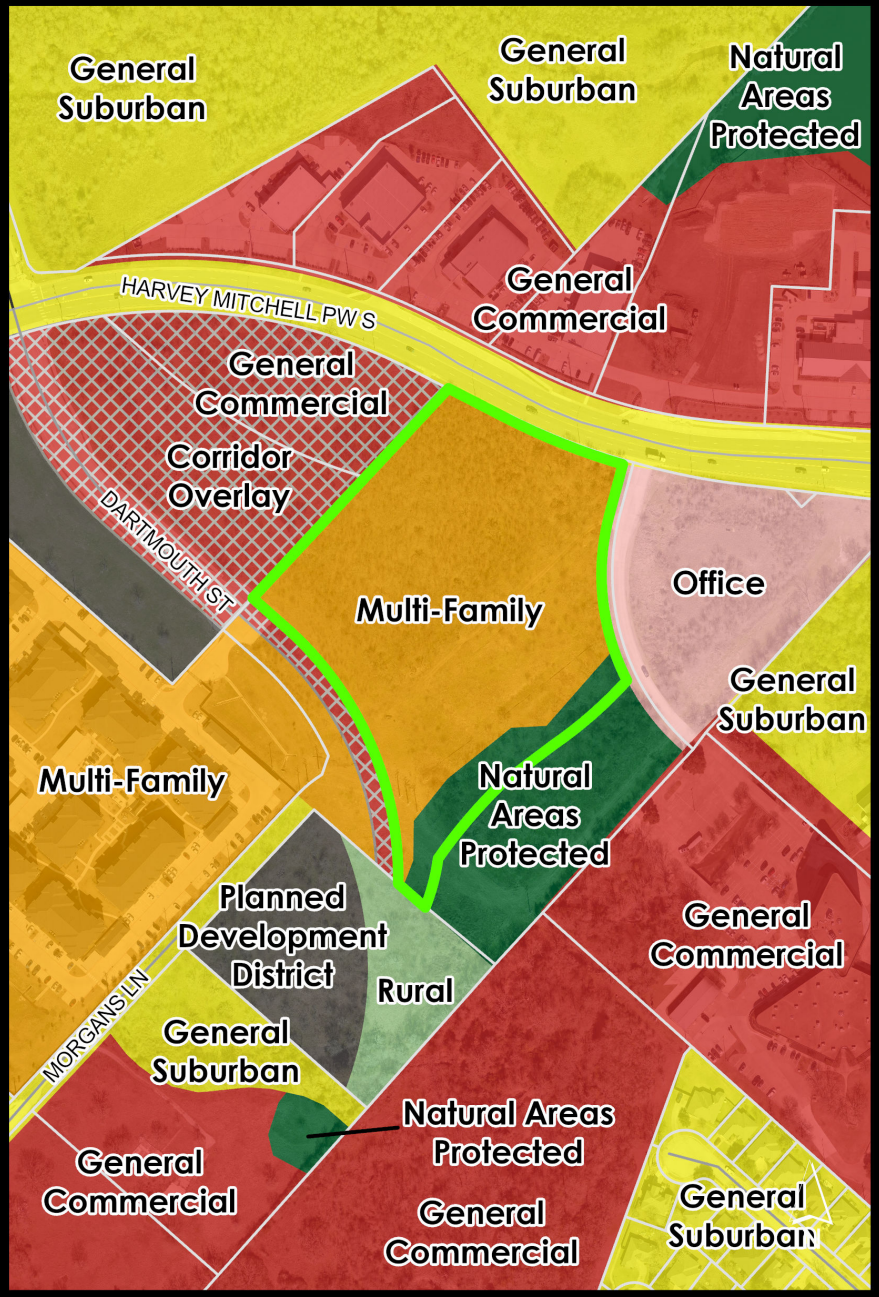
# EXISTING
## Future Land Use



## EXISTING
Zoning




## PROPOSED
Zoning



**July 9, 2026**
**Item No. 9.3.**
**Wolf Pen Creek - Vehicular Sales**

**Sponsor:** Gabriel Schrum , Staff Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 6 “Use Regulations”, Section 6.3.C “Use Table” and Section 6.4.AC “Vehicular Sales, Rental, Repair, and Service” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to use requirements and specific standards for Vehicular Sales within the WPC Wolf Pen Creek District.

**Relationship to Strategic Goals:**
Good Governance

**Recommendation(s):** Staff recommends approval.

**Summary:** This proposed Unified Development Ordinance amendment affects UDO Article 6, Sections 6.3 and 6.4, to include Vehicular Sales within the Wolf Pen Creek zoning district, and associated specific use standards.

**Budget & Financial Summary:**

**Attachments:**
1. Section 6.3 Types of Use Redline
2. Section 6.4 Specific Use Standards
3. Ordinance

## Sec. 6.3. Types of Use.

A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.

B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:

1. The actual or anticipated characteristics of the activity based on known characteristics of similar projects in standard planning practice;
2. The relative amount of site area, floor space, and equipment;
3. Relative volumes of sales from each activity;
4. The customer type for each activity;
5. The relative number of employees in each activity;
6. Hours of operation;
7. Building and site arrangement;
8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
9. How the use advertises itself.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

   A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

   A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

   A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

| USE TABLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Specific Uses** | R | WE | E | WRS | RS | GS | T ** | D ** | MH | MF | MU | MHP | P- | O | SC ** | WC | GC | CI | BP ** | BPI | CU | NAP | R-1B | R-4 | R-6 | C-3 | M-1 | M-2 | R&D | WPC | NG-1 | NG-2 | NG-3 |
| **KEY: P**= Permitted by Right, **P***= Permitted Subject to Specific Use Standards<br>**C**= Conditional Use, ****= District with Supplemental Standards (refer to Article 5)<br>***** Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units Only | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Assisted Living/Residential Care Facility | | | | | | | | | | | | | | P | P | | P | | | | | | | | | | | | | | | |
| Boarding and Rooming House | | | | | | | | | | P | | | P | | | | | | | | | | | P | P | | | | | | | P |
| Courtyard House | | | | | | | | | P * | | | | | | | | | | | | | | | | | | | | | | | |
| Dormitory | | | | | | | | | | P | P | | P | | | | | | | | | | | P | P | | | | | | P | P | P |
| Duplex | | | | | | | | P | P | | | | P | | | | | | | | | | | P | P | | | | | | | |
| Extended Care Facility/Convalescent/Nursing Home | | | | | | | | | | P | | | P | | P | | P | P | | | | | | P | P | | | | | P | | |
| Fraternity/Sorority | | | | | | | | | | P | | | | | | | | | | | | | | P | P | | | | | | P | P | P |
| Manufactured Home | P * | | P * | | | | | | | | | P * | | | | | | | | | | | | | | | | | | | | |
| Mixed-Use Structure | | | | | | | | | | P | P | | P | | | | | | | | | | | | | | | | | P | P | P | P |
| Multi-Family | | | | | | | | | | P | P | | P | | | | | | | | | | | P | P | | | | | C (a) | P | P | P |
| Multi-Family built prior to January 2002 | | | | | | | | | | P | P | | | | | | | | | | | | | P | P | | | | | P | P | P | P |
| Multiplex, Medium | | | | | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | |
| Multiplex, Small | | | | | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | |
| Shared Housing | | | | | | | | | | P | | | | | | | | | | | | | | | | | | | | | P | P | P |
| Single-Family Detached | P | P | P | P | P | P | P | P | P | | | | P | | | | | | | | | | P | | | | | | | | | | |
| Single-Unit Dwelling | | | | | | | | | | P | | | | | | | | | | | | | | | | | | | | | | | |
| Split-Lot Duplex | | | | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | | | |
| Townhouse | | | | | | | P | | P | P | | | P | | | | | | | | | | | P | P | | | | | | | | P |
| Two-Unit Dwelling | | | | | | | | | | P | | | | | | | | | | | | | | | | | | | | | | | |
| Live-Work Unit | | | | | | | | | P * | | | | | P * | P * | | | | | | | | | | | | | | | | | | |
| Educational Facility, College and University | | | | | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | |
| Educational Facility, Indoor Instruction | | | | | | | | | P | P | P | | P | P | P | P | P | P | | | | | | | | P | | | | P | P | P | P |

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| Educational Facility, Outdoor Instruction | P | C | C | | | | | | | | | | P | | | P | P | P | | | | | | | | | | | | | | | |
| Educational Facility, Primary and Secondary | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | P | P | P |
| Educational Facility, Tutoring | | | | | | | | | P | P | P | | P | P | P | P | P | P | | | | | | | | | | | P | P | P | P | |
| Educational Facility, Vocational/Trade | | | | | | | | | | | | | P | P | | | P | P | P | P | | | | | | | P | P | | | | | |
| Governmental Facilities | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P | P | P* | P* | P | P | P | P | P | | P* | P* | P* | P | P | P | P | P | P | P | P* |
| Health Care, Hospitals | | | | | | | | | | | | | | | | | P | P | | | | | | | | | | | | | | | |
| Health Care, Medical Clinics | | | | | | | | | | P | P | | | P | P | P | P | P | | | | | | | | P | | | | P | P | |
| Parks | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | P | P | P | P |
| Places of Worship | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P | P | P | P* | P | P | P | P | P | | P* | P* | P* | P | P | P | P | P | P | P | P |
| Agricultural Use, Barn or Stable for Private Stock | P | P | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agricultural Use, Farm or Pasturage | P | P | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agricultural Use, Farm Product Processing | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Animal Care Facility, Indoor | | | | | | | | | | P | P | | P | P | P | P | P | P | | | | | | | | P | | | | P | P | P | |
| Animal Care Facility, Outdoor | P* | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | | | |
| Art Studio/Gallery | | | | | | | | | P (c) | P | P | | P | P | P | P | P | | | | | | | | | P | | | | P | P | P | P |
| Car Wash | | | | | | | | | | | | | | | | | P* | | | | | | | | | | | | | | | | |
| Commercial Garden, Greenhouse, or Landscape Maintenance | P* | | | | | | | | | | | | | | | | P* | P* | P* | P* | | | | | | | | P* | | | | | |
| Commercial Amusement | | | | | | | | | | P | P | | P | | C | C | P* | P* | | | | | | | | C | | | | P | P | P | |
| Conference/Convention Center | | | | | | | | | | P | P | | P | | | | P | P | | | | | | | | | | | | P | P | P | |
| Country Club | P | P | P | P | P | P | | | | | | | P | | | | P | P | | | | | P | | | | | | | | | | |

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| Day Care, Commercial | | | | | | | | | P (c) | P | P | C | P | P | P | P | P | | | | | | | C | C | P | | | | | P | P | P |
| Drive-In/Thru | | | | | | | | | | | | | | | P * | | P | | | | | | | | | | | | C | | P * | |
| Dry Cleaners and Laundry | | | | | | | | | | P | P | | P * | P * | P | P * | P | P | | | | | | | | P * | | | | P * | P * | P * | P * |
| Fraternal Lodge | | | | | | | | | | | | | P | | | | P | P | | | | | | | | | | | | P | P | P |
| Fuel Sales | | | | | | | | | | | | | P * | | | | P * | | | | | | | | | P * | | P | | | | | |
| Funeral Home | | | | | | | | | | | | | | | | | P | P | P | | | | | | | | | P | | | | | |
| Golf Course or Driving Range | P * | | | | | | | | | | | | P * | | | | P * | P * | | | | | | | | | | | | | | | |
| Health Club/Sports Facility, Indoor | | | | | | | | | | P | P | | P | | P | P | P | P | | | | | | | | P | | | | P | P | P | P |
| Health Club/Sports Facility, Outdoor | | | | | | | | | | P | P * | | P | | | | P | P | | | | | | | | | | | | P | P * | P | |
| Hotel | C (b) | | | | | | | | | P | P | | P | | P | | P | | | | | | | | | | | | | P | P | P | |
| Mobile Food Court | | | | | | | | | | C | C | | C | | | | C | | | | | | | | | | | | | C | C | C | |
| Night Club, Bar, or Tavern | | | | | | | | | | C | C | | C | | | | C | | | | | | | | | | | | | C | C | C | |
| Office | | | | | | | | | P (c) | P | P | | P | P | P | P | P | P | P | P | | | | | | P | P | P | P | P | P | P | P |
| Parking as a Primary Use | | | | | | | | | | | P | | P | C | | | P | P | | | | | | | | | | | | P | | P * | |
| Personal Service Shop | | | | | | | | | P (c) | P | P | | P | P | P | P | P | | | | | | | | | P | | | | P | P | P | P |
| Printing/Copy Shop | | | | | | | | | | P | P | | P | P | P | P | P | P | P | P | | | | | | P | | | | P | P | P | |
| Radio/TV Station/ Studio | | | | | | | | | | P | P | | P | P | | | P | P | P | P | | | | | | P | P | P | | | | P * | |
| Recreational Vehicle Park | C | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | | | | |
| Restaurant | | | | | | | | | | P | P | | P | | P * | P * | P | | | | | | | | | P * | | | | P | P | P | P * |
| Retail Sales - Single Tenant over 50,000 SF | | | | | | | | | | | P | | | | | | P | | | | | | | | | | | | | | | P | |
| Retail Sales and Service | | | | | | | | | P (c) | P | P | | P | | P * | P * | P * | P * | | | | | | | | P | | | | P | P | P | P |

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| Retail Sales and Service - Alcohol | | | | | | | | | | | C | | P | | | | P* | P* | | | | | | | | P | | | | C | P | P | |
| Sexually Oriented Business | P* | P* | P* | P* | P* | P* | P* | P* | | P* | P* | P* | P* | P* | | | P* | P* | P* | P* | P* | | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* |
| Shooting Range, Indoor | | | | | | | | | | | | | P | | | | P | P | | P | | | | | | | | | | P | | | |
| Theater | | | | | | | | | | P | P | | P | | | | P | | | | | | | | | | | | | P | P | P | P |
| Retail Sales, Manufactured Homes | | | | | | | | | | | | | | | | | | | | P | | | | | | | | P* | | | | | |
| Storage, Self Service | | | | | | | | | | | | | | | P* | P* | P | P | | P | | | | | | P* | | P | | | | | |
| Vehicular Sales, Rental, Repair, and Service | | | | | | | | | | | | | | | | | P* | P* | | P | | | | | | | | P* | | P* | | | |
| Wholesales/Services | | | | | | | | | | | | | | | | | P* | P* | P | P | | | | | | | P | P | | | | | |
| Storage Tank/Cold Storage Plant | | | | | | | | | | | | | | | | | | P | | P | | | | | | | | P | | | | | |
| Micro-Industrial | | | | | | | | | | | | | | | | | P* | P* | | P | | | | | | | | | | P* | P* | | |
| Industrial, Light | | | | | | | | | | | | | | | | | | P | P | P | | | | | | | P | P | P | | | | |
| Industrial, Heavy | | | | | | | | | | | | | | | | | | | | P | | | | | | | | P | | | | | |
| Recycling Facility - Large | | | | | | | | | | | | | | | | | | P* | | P | | | | | | | | P | | | | | |
| Salvage Yard | | | | | | | | | | | | | | | | | | | | P* | | | | | | | | P* | | | | | |
| Scientific Testing/Research Laboratory | | | | | | | | | | | | | | | | | | P | P | P | | | | | | | P | | P | | | | |
| Storage, Outdoor - Equipment or Materials | | | | | | | | | | | | | | | | | | P | P* | P | | | | | | | P | P | | | | | |
| Truck Stop/Freight or Trucking Terminal | | | | | | | | | | | | | | | | | | | | P | | | | | | | | P | | | | | |
| Utility | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* |
| Warehousing/Distribution | | | | | | | | | | | | | | | | | | P | C | P | | | | | | | P | P | | | | | |
| Waste Services | | | | | | | | | | | | | | | | | | | | P | | | | | | | | P | | | | | |

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| Wireless Telecommunication Facilities - Intermediate | P * | | | | | | | | | | | | P * | P * | | | P * | P * | P * | P | | P * | | | | P * | P * | P * | P * | P * | P * | P * | P * |
| Wireless Telecommunication Facilities - Major | C | | | | | | | | | | P * | | | C | | | C | C | C | P | | C | | | | C | C | P * | C | | | | |
| Wireless Telecommunication Facilities - Unregulated | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | | P | P | P |

**Notes:**

(a) Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

(b) Hotels are only allowed when accessory to a country club development and are limited to a maximum of fifteen (15) rooms.

(c) Permitted in live-work units only.

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2023-4468, Pt. 1(Exh. D), 9-14-2023; Ord. No. 2023-4478, Pt. 1(Exh. A), 10-26-2023; Ord. No. 2024-4557, Pt. 1(Exh. D), 10-24-2024; Ord. No. 2025-4620, Pt. 1(Exh. E), 9-11-2025)

AC. **Vehicular Sales, Rental, Repair, and Service.**

1. Vehicles undergoing repair, painting, or body work that will remain on-site for more than forty-eight (48) hours shall be screened from public view or stored indoors.
2. Inoperable vehicles shall not be allowed to remain on-site for more than thirty (30) days.
3. All parts, including automobile body parts, shall be stored within an area that is completely screened from public view.
4. In the WPC District, Vehicular Sales, Rental, Repair, and Service is permitted only within an enclosed structure, and the outdoor display of vehicle inventory that is actively for sale or rent is allowed with the following. The outdoor display of these vehicles shall be allowed adjacent to a principal building wall and extending to a distance no greater than five (5) feet from the wall. In lieu of this requirement, a business may obtain site plan approval for outdoor display areas adjacent to the principal building's public entry façade. Such areas shall not exceed ten (10) percent of the total gross floor area of the principal structure or two thousand five hundred (2,500) square feet, whichever is less. Such display of vehicle inventory shall not be permitted to block windows, entrances, or exits, and shall not restrict pedestrian or vehicular circulation, access, or parking.

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 6, "USE REGULATIONS", SECTION 6.3.C, "USE TABLE" AND SECTION 6.4.AC, "VEHICULAR SALES, RENTAL, REPAIR, AND SERVICE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO USE REQUIREMENTS, AND SPECIFIC USE STANDARDS FOR VEHICULAR SALES WITHIN THE WPC WOLF PEN CREEK DISTRICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations", Section 6.3.C, "Use Table" and Section 6.4.AC, "Vehicular Sales, Rental, Repair, and Service" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

**PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

**PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.**

**ATTEST:** **APPROVED:**

_____ _____

**City Secretary** **Mayor**

**APPROVED:**

_____

**City Attorney**

## Exhibit A

That Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations", Section 6.3.C, "Use Table" and Section 6.4.AC., "Vehicular Sales, Rental, Repair, and Service" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

### Sec. 6.3. Types of Use.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

| USE TABLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Specific Uses** | **R** | **WE** | **E** | **WRS** | **RS** | **GS** | **T **** | **D **** | **MH** | **MF** | **MU** | **MHP** | **P-** | **O** | **SC **** | **WC** | **GC** | **CI** | **BP **** | **BPI** | **CU** | **NAP** | **R-1B** | **R-4** | **R-6** | **C-3** | **M-1** | **M-2** | **R&D** | **WPC** | **NG-1** | **NG-2** | **NG-3** |
| **KEY: P**= Permitted by Right, **P***= Permitted Subject to Specific Use Standards<br>**C**= Conditional Use, ****= District with Supplemental Standards (refer to Article 5)<br>******* Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units Only | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Assisted Living/Residential Care Facility | | | | | | | | | | | | | | P | P | | P | | | | | | | | | | | | | | | | | |
| Boarding and Rooming House | | | | | | | | | | P | | | P | | | | | | | | | | | P | P | | | | | | | | P |
| Courtyard House | | | | | | | | | P * | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dormitory | | | | | | | | | | P | P | | P | | | | | | | | | | | P | P | | | | | | P | P | P |
| Duplex | | | | | | | | P | P | | | | P | | | | | | | | | | | P | P | | | | | | | | |
| Extended Care Facility/Convalescent/ Nursing Home | | | | | | | | | | P | | | P | | P | | P | P | | | | | | P | P | | | | | P | | | |
| Fraternity/Sorority | | | | | | | | | | P | | | | | | | | | | | | | | P | P | | | | | | P | P | P |
| Manufactured Home | P * | | P * | | | | | | | | | P * | | | | | | | | | | | | | | | | | | | | | | |
| Mixed-Use Structure | | | | | | | | | | P | P | | P | | | | | | | | | | | | | | | | | P | P | P | P |
| Multi-Family | | | | | | | | | | P | P | | P | | | | | | | | | | | P | P | | | | | C (a) | P | P | P |
| Multi-Family built prior to January 2002 | | | | | | | | | | P | P | | | | | | | | | | | | | P | P | | | | | P | P | P | P |
| Multiplex, Medium | | | | | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | | | |
| Multiplex, Small | | | | | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | | | |
| Shared Housing | | | | | | | | | | P | | | | | | | | | | | | | | | | | | | | | P | P | P |
| Single-Family Detached | P | P | P | P | P | P | P | P | P | | | | P | | | | | | | | | | P | | | | | | | | | | | |
| Single-Unit Dwelling | | | | | | | | | | P | | | | | | | | | | | | | | | | | | | | | | | | |
| Split-Lot Duplex | | | | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Townhouse | | | | | | | P | | P | P | | | P | | | | | | | | | | | P | P | | | | | | | | | P |
| Two-Unit Dwelling | | | | | | | | | | P | | | | | | | | | | | | | | | | | | | | | | | | |
| Live-Work Unit | | | | | | | | | P * | | | | | P * | P * | | | | | | | | | | | | | | | | | | | |
| Educational Facility, College and University | | | | | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | |
| Educational Facility, Indoor Instruction | | | | | | | | | P | P | P | | P | P | P | P | P | P | | | | | | | | P | | | | P | P | P | P |
| Educational Facility, Outdoor Instruction | P | C | C | | | | | | | | | | P | | | P | P | P | | | | | | | | | | | | | | | |
| Educational Facility, Primary and Secondary | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | P | P | P | P |
| Educational Facility, Tutoring | | | | | | | | | P | P | P | | P | P | P | P | P | P | | | | | | | | | | | | P | P | P | P |
| Educational Facility, Vocational/Trade | | | | | | | | | | | | | P | P | | | P | P | P | P | | | | | | | P | P | | | | | | |
| Governmental Facilities | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * | P | P | P * | P * | P | P | P | P | P | | P * | P * | P * | P | P | P | P | P | P | P | P | P * |
| Health Care, Hospitals | | | | | | | | | | | | | | | | | P | P | | | | | | | | | | | | | | | | |
| Health Care, Medical Clinics | | | | | | | | | | P | P | | | P | P | P | P | P | | | | | | | | P | | | | | P | P | | |
| Parks | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | P | P | P | P | P |
| Places of Worship | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * | P | P | P | P * | P | P | P | P | P | | P * | P * | P * | P | P | P | P | P | P | P | P | P |
| Agricultural Use, Barn or Stable for Private Stock | P | P | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agricultural Use, Farm or Pasturage | P | P | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agricultural Use, Farm Product Processing | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Animal Care Facility, Indoor | | | | | | | | | | P | P | | P | P | P | P | P | P | | | | | | | | P | | | | P | P | P | |
| Animal Care Facility, Outdoor | P * | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | | | |
| Art Studio/Gallery | | | | | | | | | P (c) | P | P | | P | P | P | P | P | | | | | | | | | P | | | | P | P | P | P |
| Car Wash | | | | | | | | | | | | | | | | | P * | | | | | | | | | | | | | | | | |
| Commercial Garden, Greenhouse, or Landscape Maintenance | P * | | | | | | | | | | | | | | | | P * | P * | P * | P * | | | | | | | | P * | | | | | |
| Commercial Amusement | | | | | | | | | | P | P | | P | | C | C | P * | P * | | | | | | | | C | | | | P | P | P | |
| Conference/Convention Center | | | | | | | | | | P | P | | P | | | | P | P | | | | | | | | | | | | P | P | P | |
| Country Club | P | P | P | P | P | P | | | | | | | P | | | | P | P | | | | | P | | | | | | | | | | |
| Day Care, Commercial | | | | | | | | | P (c) | P | P | C | P | P | P | P | P | | | | | | | C | C | P | | | | | P | P | P |
| Drive-In/Thru | | | | | | | | | | | | | | | P * | | P | | | | | | | | | | | | | C | | P * | |
| Dry Cleaners and Laundry | | | | | | | | | | P | P | | P * | P * | P | P * | P | P | | | | | | | | P * | | | | P * | P * | P * | P * |
| Fraternal Lodge | | | | | | | | | | | | | P | | | | P | P | | | | | | | | | | | | | P | P | P |
| Fuel Sales | | | | | | | | | | | | | P * | | | | P * | | | | | | | | | P * | | P | | | | | |
| Funeral Home | | | | | | | | | | | | | | | | | P | P | P | | | | | | | | | P | | | | | |
| Golf Course or Driving Range | P * | | | | | | | | | | | | P * | | | | P * | P * | | | | | | | | | | | | | | | |
| Health Club/Sports Facility, Indoor | | | | | | | | | | P | P | | P | | P | P | P | P | | | | | | | | P | | | | P | P | P | P |
| Health Club/Sports Facility, Outdoor | | | | | | | | | | P | P * | | P | | | | P | P | | | | | | | | | | | | P | P * | P | |

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| Hotel | C (b) | | | | | | | | | P | P | | P | | P | | P | | | | | | | | | | | | | P | P | P | |
| Mobile Food Court | | | | | | | | | | C | C | | C | | | | C | | | | | | | | | | | | | C | C | C | |
| Night Club, Bar, or Tavern | | | | | | | | | | C | C | | C | | | | C | | | | | | | | | | | | | C | C | C | |
| Office | | | | | | | | | P (c) | P | P | | P | P | P | P | P | P | P | P | | | | | | P | P | P | P | P | P | P | P |
| Parking as a Primary Use | | | | | | | | | | | P | | P | C | | | P | P | | | | | | | | | | | P | | P * | |
| Personal Service Shop | | | | | | | | | P (c) | P | P | | P | P | P | P | P | | | | | | | | | P | | | | P | P | P | P |
| Printing/Copy Shop | | | | | | | | | | P | P | | P | P | P | P | P | P | P | P | | | | | | P | | | | P | P | P | |
| Radio/TV Station/ Studio | | | | | | | | | | P | P | | P | P | | | P | P | P | P | | | | | | P | P | P | | | | P * | |
| Recreational Vehicle Park | C | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | | | | |
| Restaurant | | | | | | | | | | P | P | | P | | P * | P * | P | | | | | | | | | P * | | | | P | P | P | P * |
| Retail Sales - Single Tenant over 50,000 SF | | | | | | | | | | | P | | | | | | P | | | | | | | | | | | | | | | P | |
| Retail Sales and Service | | | | | | | | | P (c) | P | P | | P | | P * | P * | P * | P * | | | | | | | | P | | | | P | P | P | P |
| Retail Sales and Service - Alcohol | | | | | | | | | | | C | | P | | | | P * | P * | | | | | | | | P | | | | C | P | P | |
| Sexually Oriented Business | P * | P * | P * | P * | P * | P * | P * | P * | | P * | P * | P * | P * | P * | | | P * | P * | P * | P * | P * | | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * | P * |
| Shooting Range, Indoor | | | | | | | | | | | | | P | | | | P | P | | P | | | | | | | | | | P | | | |
| Theater | | | | | | | | | | P | P | | P | | | | P | | | | | | | | | | | | | P | P | P | P |

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| Retail Sales, Manufactured Homes | | | | | | | | | | | | | | | | | | | | P | | | | | | | | P* | | | | | | | |
| Storage, Self Service | | | | | | | | | | | | | | | P* | P* | P | P | | P | | | | | | | P* | | P | | | | | | |
| Vehicular Sales, Rental, Repair, and Service | | | | | | | | | | | | | | | | | P* | P* | | P | | | | | | | | | P* | | P* | | | | |
| Wholesales/Services | | | | | | | | | | | | | | | | | P* | P* | P | P | | | | | | | | P | P | | | | | | |
| Storage Tank/Cold Storage Plant | | | | | | | | | | | | | | | | | | P | | P | | | | | | | | | P | | | | | | |
| Micro-Industrial | | | | | | | | | | | | | | | | | P* | P* | | P | | | | | | | | | | | | P* | P* | | |
| Industrial, Light | | | | | | | | | | | | | | | | | | P | P | P | | | | | | | | P | P | P | | | | | |
| Industrial, Heavy | | | | | | | | | | | | | | | | | | | | P | | | | | | | | | P | | | | | | |
| Recycling Facility - Large | | | | | | | | | | | | | | | | | | P* | | P | | | | | | | | | P | | | | | | |
| Salvage Yard | | | | | | | | | | | | | | | | | | | | P* | | | | | | | | | P* | | | | | | |
| Scientific Testing/Research Laboratory | | | | | | | | | | | | | | | | | | P | P | P | | | | | | | | P | | P | | | | | |
| Storage, Outdoor - Equipment or Materials | | | | | | | | | | | | | | | | | | P | P* | P | | | | | | | | P | P | | | | | | |
| Truck Stop/Freight or Trucking Terminal | | | | | | | | | | | | | | | | | | | | P | | | | | | | | | P | | | | | | |
| Utility | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* | P* |
| Warehousing/Distribution | | | | | | | | | | | | | | | | | | P | C | P | | | | | | | | P | P | | | | | | |
| Waste Services | | | | | | | | | | | | | | | | | | | | P | | | | | | | | | P | | | | | | |

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| Wireless Telecommunication Facilities - Intermediate | P * | | | | | | | | | | | | P * | P * | | | P * | P * | P * | P | | P * | | | | P * | P * | P * | P * | P * | P * | P * | P * |
| Wireless Telecommunication Facilities - Major | C | | | | | | | | | | P * | | | C | | | C | C | C | P | | C | | | | C | C | P * | C | | | | |
| Wireless Telecommunication Facilities - Unregulated | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | | P | P | P |

**Notes:**

(a) Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

(b) Hotels are only allowed when accessory to a country club development and are limited to a maximum of fifteen (15) rooms.

(c) Permitted in live-work units only.

## Section 6.4 "Specific Use Standards"

AC. **Vehicular Sales, Rental, Repair, and Service.**

1. Vehicles undergoing repair, painting, or body work that will remain on-site for more than forty-eight (48) hours shall be screened from public view or store indoors.
2. Inoperable vehicles shall not be allowed to remain on-site for more than thirty (30) days.
3. All parts, including automobile body parts, shall be stored within an area that is completely screened from public view.
4. In the WPC District, Vehicular Sales, Rental, Repair, and Service is permitted only within an enclosed structure, and the outdoor display of vehicle inventory that is actively for sale or rent is allowed with the following. The outdoor display of these vehicles shall be allowed adjacent to a principal building wall and extending to a distance no greater than five (5) feet from the wall. In lieu of this requirement, a business may obtain site plan approval for outdoor display areas adjacent to the principal building's public entry façade. Such areas shall not exceed ten (10) percent of the total gross floor area of the principal structure or two thousand five hundred (2,500) square feet, whichever is less. Such display of vehicle inventory shall not be permitted to block windows, entrances, or exits, and shall not restrict pedestrian or vehicular circulation, access, or parking.

**July 9, 2026**
**Item No. 10.1.**
**Items of Community Interest and Council Calendar**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

**Agenda Caption:** Items of Community Interest and Council Calendar: The Council may discuss upcoming events and receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** None.

**Summary:** A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of July10th thru July 23rd:

July 10 - Annual Chamber of Commerce Leadership Luncheon
July 11 - Hispanic Forum of Bryan-College Station Annual Scholarship Gala
July 13-15 - City Council Budget Workshops
July 14 - Parks Board Meeting
July 15 - JustServe | America 250 Community Celebration
July 15 - BVSWMA Board Meeting
July 15 - Exploring History Luncheon “Home of the Brave: Celebrating America 250” by Lisa Mouton
July 16 - Brazos County Board of Health Board Meeting
July 16 - CSFD Induction and Promotional Ceremony
July 16 - Planning & Zoning Commission Meeting
July 17 - Future Leaders - Graduation Lunch
July 20 - BPG Advisory Board Meeting
July 21 - Council Transportation & Mobility Committee
July 22 - Housing Plan Advisory Committee Meeting
July 22 - TEEX's Annual Public Firefighting Demonstration Night
July 23 - City Council Meeting Day

**Budget & Financial Summary:** None.

**Attachments:**
None

**July 9, 2026**
**Item No. 11.1.**
**Council Reports on Committees, Boards, and Commissions**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

**Agenda Caption:** A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

**Relationship to Strategic Goals:**
Good Governance

**Recommendation(s):** Review meetings attended.

**Summary:** Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

**Budget & Financial Summary:** None.

**Attachments:**
None