

City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C



Ashley Davis, District D
Keko Moore, At-Lg P1
Scott Salter, At-Lg P2

Alvin City Council Agenda

Thursday, August 21, 2025

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday, **AUGUST 21, 2025**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Police Departmental Update

4. PUBLIC COMMENT

5. PUBLIC HEARING

A. Public Hearing to receive comments on the proposed Fiscal Year 2025-26 Annual Budget.

6. CONSENT AGENDA

A. Consider approval of the July 28, 2025, City Council Workshop minutes.

B. Consider approval of the August 7, 2025, City Council Workshop minutes.

C. Consider approval of the August 7, 2025, City Council meeting minutes.

D. Consider approval of the August 12, 2025, City Council Workshop minutes.

E. Consider approval of the August 12, 2025, Special City Council minutes.

F. Consider Ordinance 25-T, amending Chapter 15, "Offenses and Miscellaneous Provisions," and Chapter 17½, "Signs," of the Alvin Code of Ordinances, City of Alvin, Texas, to update regulations for Electioneering and Political Signs; providing for severability; providing a for a penalty of fine not to exceed the sum of \$500.00; providing for an effective date; providing for publication; and providing for other matters related thereto.

G. Consider and take action to set the date for the official adoption of the Fiscal Year 2025–2026 Annual Budget for the City Council meeting on September 4, 2025, at 7:00 p.m. at Alvin City Hall, 216 West Sealy Street, in accordance with Texas Local Government

Code §102.007.

7. OTHER BUSINESS

- A. Discuss and consider entering into a Professional Services Agreement with Randall Scott Architects, Inc. for the design, engineering, and architectural planning of a new City Hall; and authorize the City Manager to execute the agreement upon legal review.
- B. Consider Ordinance 25-U, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an effective month of October billing cycles for the Fiscal Year 2025-26; and setting forth other provisions related thereto.
- C. Consider Ordinance 25-V, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2025 billing cycles; providing for publication; and setting forth other provisions related thereto.
- D. Consider an appointment to fill the unexpired term of Sussie Sutton on the Building Board of Adjustments and Appeals through December 31, 2029.
- E. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

8. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and/or review preliminary list of items for next Council meeting.

9. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

10. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY August 18 at 5:50 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city),**

551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).

Alvin Police Department

Chief Robert E Lee



Alvin Police Department

- 63 Sworn officers authorized (6 just graduated on July 7th, 8 current openings)
- 10 Licensed telecommunication officers, including supervisor
- 6 Detention Officers
- 4 Records clerks
- 1 Crime victim liaison
- 1 Payroll clerk/recognition manager
- 1 Executive secretary
- 8 Alvin Animal Adoption Center (including supervisor)

Alvin Police Department

- In calendar 2024 the Department:

- Answered 31,570 Calls for service (includes 15,057 traffic stops)
- With Fire, EMS and Animal Control CFS 40,817
- Received 13,687 911 calls
- Completed 2,554 reports
- Completed 662 crash reports (1,194 in CAD)
- Made 1,417 arrest

- YTD 2025

- Answered 15,805 Calls for service (includes 7,278 traffic stops)
- With Fire, EMS and Animal Control CFS 19,899
- Received 5,915 911 calls
- Completed 1,188 reports
- Completed 311 crash reports (526 in CAD)
- Made 670 arrest

Alvin Police Department

- We are partnering with the Gulf Coast Center:
 - To provide additional mental health and de-escalation training to our officers.
 - In continuing a pilot project of virtual telehealth crisis intervention services.
 - In implementing a program for “Warm” hand-offs of mental health calls that are not public safety risks (currently waiting on training to be provided by GSC).

Alvin Police Department

- Community Health Network Partnership
 - Is a 50/50 partnership
 - Works in conjunction with our Mental Health Detective to provide follow-up support
 - Liaisons with the Gulf Coast Authority to “fill in the gaps” of what the two programs can provide.
 - Recently expanded this program to include 2X monthly homeless checks
 - Lake Jackson is starting a program to mirror ours.

Alvin Police Department

- Mental Health Officer Certifications
 - ALL patrol officers who are eligible have been certified as Mental Health Officers.
 - As officers become eligible, they are scheduled for the certification classes.

Alvin Police Department

- TCOLE Training Provider
 - We, finally, received notification that TCOLE approved our application to become a Contract Training Provider. The Chief has signed the required contract with TCOLE and as of July 1, 2025, we are officially a training provider.



Alvin Police Department

- FLOCK Safety Cameras
 - Stationary ALPR cameras (Automated License Plate Reading)
 - 26 at various locations around the City
 - We also have access to 4 cameras from Mud 36 (Kendall Lakes)
 - 8 AISDPD cameras (2 are in the city)
 - Home Depot cameras, here in the City and nationwide
 - Significant number of all FLOCK cameras nationwide.
 - Compare plates to “Hot Lists” and NCIC/TCIC Stolen/wanted vehicle databases
 - Alerts PD, on average, in less than 20-seconds from time of “hit”



Alvin Police Department

2024 Year FLOCK Totals:

- 45 arrests
- Recovered 24 stolen vehicles
- Recovered 3 stolen firearms
- Recovered more than \$220,000 in total property value
- Total 9,960 plate “hits”
- Avg ~150,000 plate reads daily

Alvin Police Department

The first 6-months of 2025 we have:

- Located 1 missing person from Houston (97 years old)
- Recovered 4 stolen vehicles – one of the vehicles had just been taken from Texas City on the date it was located and was part of an arson investigation.
- Recovered 2 stolen firearms
- Identified suspect vehicle from aggravated assault and were able to locate suspect at his residence and place him in custody.
- Recovered more than \$50,000 in total property value.
- Total 4,263 plate “hits”
- Avg ~175,000 plate reads daily*

Axon in-car cameras in marked units are all ALPR

*increase of almost 45,000 daily reads over 1st half of 2024 and increase of 20,000 over 2024 avg.

Alvin Police Department

Accreditation

We were re-accredited in 2024 and recognized at the 2025 TPCA Conference in Galveston.

This was our 3rd time being awarded Accreditation status. (2016, 2020, 2024)
In 2028 we will go through the process again.



Alvin Police Department

Programs

- Citizens Police Academy
- Coffee with Cops
- Safe Transaction Zone
- Chaplain Program
- Citizens Patrol
- Radar Signs/trailer

Alvin Police Department

Project Updates

- Motorola PremierOne CAD
 - Implemented in May 2025, we have issues that are being overcome, and we are working with Motorola and other consortium cities to address them as soon as they are found.

Alvin Police Department

Questions?



AGENDA COMMENTARY

Meeting Date: 8/21/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Public Hearing to receive comments on the proposed Fiscal Year 2025-26 Annual Budget.

Type of Item: Public Hearing

Summary: City Council is required by State law and the City's Charter to hold a public hearing on the proposed budget to provide citizens the opportunity to comment.

City Charter Article VII - Municipal Finance:

Sec. 4 - Notice of public hearing on budget.

At the meeting of the city council at which the budget is submitted, the council shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the city, a notice of the hearing setting forth the time and place thereof, in accordance with state law.

Sec. 5 - Public hearing on budget.

At the time and place set forth in the notice required by Section 4, or at any time and place to which such public hearing shall from time to time be adjourned, the council shall hold a public hearing on the budget submitted, and all interested persons shall be given a **five-minute** opportunity to be heard either for or against any item or the amount of any item therein contained.

Sec. 6. - Proceedings on budget after public hearing.

After the conclusion of such public hearing, the council may insert new items or may increase or decrease the items of the budget, except items in proposed expenditures fixed by law, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such proposed expenditures.

Sec. 7 - Vote required for adoption.

The budget shall be adopted by the favorable vote of a majority of the members of the council.

Sec. 8 - Date of final adoption.

The budget shall be finally adopted not later than fifteen (15) days prior to the beginning of the fiscal year, and should the council fail to so adopt a budget within the specified time, the existing budget and its appropriations shall be deemed adopted on an emergency basis for up to thirty (30) days.

[View the FY25-26 Proposed Budget.](#)

During the public hearing, City Council will receive public comments but cannot engage in discussion or debate at that time, in accordance with the Texas Open Meetings Act.

A notice of the public hearing was advertised in the Alvin Sun and posted on the City's website as required.

The ordinance to adopt the FY 2025-26 budget will be presented at the regularly scheduled City Council meeting on September 4, 2025.

Funding Expected:	Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item:	Yes ☐ No ☐ N/A ☐
Funding Account:	☐	Amount:	☐
		1295 Form Required?	Yes ☐ No ☒
Legal Review Required:	N/A ☐ Required ☒	Date Completed:	
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	

Supporting documents attached:

1. Public Hearing Notice for FY 25-26 Budget
-

Recommendation: No Action.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☐

[PUBLISH ON July 27, 2025]

NOTICE OF PUBLIC HEARING

Notice is hereby given that the **City of Alvin**, Texas, will hold a **public hearing** during the regular City Council Meeting on Thursday, **August 21, 2025**, at **7:00 p.m.** to receive comments regarding the Fiscal Year 2025-2026 Proposed Annual Budget. Said hearing will be held in the City Council Chambers at City Hall, 216 West Sealy Street, Alvin, Texas.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$1,573,179 (10.2%), AND OF THAT AMOUNT \$475,515.23 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

This is a legislatively required statement. Values are estimates in a proposed budget and will change.

/s/Dixie Roberts
City Secretary
City of Alvin

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
MONDAY, JULY 28, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Chris Vaughn, Martin Vela, and Scott Salter.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss the FY 2025-2026 Proposed Budget.

Junru Roland, City Manager, presented highlights of the proposed FY 25-26 Budget to City Council.

- A Budget public hearing will be held on August 21, 2025, at 7:00 p.m.
- Certified Taxable Assessed Value declined from last year's values.
- Reductions to the deficit were achieved through savings in salary, retirement contributions, workers' compensation, the MUD 73 rebate recalculation, and windstorm insurance.
- Proposing the No New Revenue Tax Rate of \$0.700635 per \$100 to maintain a balanced budget.
- Recommending no base salary increases, but providing for a 3% one-time payment in December.

The Council discussed various line items to evaluate potential reductions that could generate additional budgetary savings. Staff provided clarification on the necessity of various budget items and those funding sources in response to questions from Council members.

Council member DeKeyzer proposed transitioning all City of Alvin employees to a five-day work week in light of the anticipated expenditure for a new City Hall facility. The Council briefly discussed the potential implications of this change.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:58 p.m.

PASSED and APPROVED the 21st of August 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, AUGUST 7, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Kendall Hunting, Fire Chief, and Robert E. Lee, Police Chief.

Mayor Pro-Tem DeKeyzer called the meeting to order; Mayor Adame entered the meeting at 6:13 p.m.

WORKSHOP BUSINESS

Discuss the FY 2025-2026 Proposed Annual Budget.

Chris Thomas, Director of Finance, presented this item before City Council and provided an explanation. He shared background information that guides staff in developing the annual budget recommendations, including provisions from the Local Government Code, Tax Code, and City Charter. Staff recommendations are also shaped by changes enacted by the Texas Legislature.

Mr. Thomas provided an overview of what a budget document entails and the types of funds it contains, emphasizing its flexibility and how it can be revised during the budget process and amended after its adoption. He highlighted proposed increases in certain funds, including a 6% adjustment to water/sewer rates to support the Wastewater Treatment Plant Upgrade Project and a 2% increase in sanitation rates. He also discussed fund balances and the use of dedicated sales tax revenue.

Sales tax collections are projected at \$11 million for the FY 2025–2026 budget. Mr. Thomas noted that property tax rates have generally declined over the past decade, impacting overall revenue. Based on projected revenues and expenditures, the County Tax Assessor uses a State Comptroller-provided worksheet to help cities determine their proposed tax rate. If the proposed rate is the same as the previous year or below the No-New-Revenue Rate, no public hearing is required, but one is still suggested to maintain transparency; the final adopted rate may be set lower than the proposed rate.

At the next City Council meeting, Council will be asked to vote on the maximum tax rate that can be adopted by the City for the 2025 tax year. Another Budget Workshop is scheduled for August 12 for further discussion and questions, with an additional tentative workshop scheduled for August 21, if needed. Mr. Thomas concluded by outlining possible tax rate scenarios and explaining how each scenario would affect the City's ability to adopt a balanced budget.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:47 p.m.

PASSED and APPROVED the 21st of August 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, AUGUST 7, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyser; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Kendall Hunting, Fire Chief, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Scott Momper, Assistant Pastor of Light Christian Center, gave the invocation. Council member Davis led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Presentation and pinning of successful Alvin Police Department Promotional Candidates.

Police Chief Lee conducted the presentation and ceremonial pinning for the successful candidates promoted to the Civil Service rank of Corporal/Specialist. The promoted officers—Justin Morrison, Ryan Grych, and Nicole Bushee—were joined and supported by their family and friends during the ceremony.

Presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report by Mike Darlow of Perdue Brandon Fielder Collins & Mott, LLP.

Mike Darlow introduced Hayden P. Bartley of Perdue Brandon Fielder Collins & Mott, LLP., Mr. Bartley gave a brief presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the July 17, 2025, City Council Workshop minutes.

Consider approval of the July 17, 2025, City Council meeting minutes.

Consider Ordinance 25-Q, amending Chapter 24, Traffic, Article I, In General, of the Code of Ordinances of the City of Alvin, Texas, to include the creation of Section 24-17, addressing solicitation involving motor vehicles, and Section 24-18, establishing permit requirements for charitable organizations; providing for penalties; providing for severability; providing for publication; and setting forth other provisions related thereto.

This item was discussed during a City Council workshop held on Thursday, July 17, 2025. In recent months, the City of Alvin has received an increasing number of complaints regarding individuals soliciting donations at major intersections. These concerns primarily relate to public safety and traffic disruptions, particularly at high-traffic locations where elevated speed limits and vehicle volumes pose significant risks to both pedestrians and motorists. Ordinance 25-Q is intended to improve public safety by prohibiting unauthorized solicitation at intersections with posted speed limits greater than 30 mph (intersections listed below). At the same time, it establishes a clear, regulated process for charitable organizations to conduct lawful fundraising activities. This ordinance amends

Chapter 24, Article I of the Code of Ordinances by adding Section 24-17 (Pedestrian Conduct and Solicitation on Public Roadways) and Section 24-18 (Permit Requirements for Charitable Solicitation in the Public Right-of-Way).

Key Features of the Ordinance:

- *Safety-Driven Restrictions: Prohibits individuals from standing or soliciting in the roadway of intersections where the posted speed limit is 30 mph or greater.*
- *Designated Prohibited Intersections: Identifies six high-traffic intersections where solicitation is not allowed due to safety concerns:*
 1. *FM 2403 & SH 35*
 2. *SH 35 Bypass & SH 6*
 3. *FM 1462 & SH 35*
 4. *FM 1462 & SH 35 Business*
 5. *FM 517 & SH 35*
 6. *FM 528 & SH 35*

Permitting for Charitable Organizations:

- *Allows charitable organizations, as defined by applicable provisions of the **Federal or Texas Tax Code**, to apply for a permit through the Alvin Police Department, pursuant to City Council discussions from the 7/17 workshop.*
- *Limits each organization to one permit per calendar year for no more than three consecutive days.*
- *Only one permit per intersection per day will be issued, on a first-come, first-served basis.*
- *Solicitation is limited to the hours between 9:00 a.m. and one hour before sunset.*

Safety and Insurance Requirements:

- *All solicitors must be at least 18 years old and wear appropriate safety gear (e.g., reflective vests, cones, signage).*
- *Organizations must provide proof of insurance.*

Appeals:

- *An appeal process is available for organizations whose permit is denied or revoked.*

Staff recommends approval of Ordinance 25-Q.

Consider a final plat of Kendall Lakes Section 12, a planned unit development, a subdivision of 51.53 acres of land located in H.T.&B.R.R. Company Survey, Section 40, A-482 and Wade Survey, Section 24, A-485, City of Alvin, Brazoria County, Texas.

On June 23, 2025, the Engineering Department received a final plat of Kendall Lakes, Section 12, for review. The property is located south of the existing Kendall Lakes Subdivision along Highway 35. This final plat consists of 174 lots, 7 reserves and 6 blocks, and complies with the City of Alvin's Planned Unit Development section of the Subdivision Ordinance. The City Planning Commission approved the plat unanimously at their meeting on July 15, 2025. Staff recommends approval of the plat.

Consider a final plat of Preservation Creek Phase 2, Section 4, being a planned unit development of 18.98 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 6 and 7 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53, of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On June 23, 2025, the Engineering Department received a final plat of Preservation Creek Phase 2, Section 4, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 18.98 acres containing 89 lots, 5 reserves and 7 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by City Council. The City Planning Commission unanimously approved the plat at their meeting on July 15, 2025. Staff recommends approval of the plat.

Consider a final plat of Preservation Creek Phase 2, Section 5, being a planned unit development of 16.97 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 5, 6 and 14 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53, of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On June 23, 2025, the Engineering Department received a final plat of Preservation Creek Phase 2, Section 5, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 16.97 acres containing 55 lots, 3 reserves and 3 blocks, and complies with the Preservation Creek Development

Agreement (Ordinance 23-O) and the master preliminary plat previously approved by City Council. The City Planning Commission approved the plat unanimously at their meeting on July 15, 2025. Staff recommends approval of the plat.

Consider a master preliminary plat of Walton Tract Phase 1, a planned unit development being 214.43 acres of land out of the Francis Moore Survey, A-100 Brazoria County, Texas.

On June 21, 2025, the Engineering Department received a master preliminary plat of Walton Tract Phase 1 for review. The property is located south of FM 1462, in the City of Alvin ETJ, being a Planned Unit Development of 214.43 acres containing 535 lots, 19 reserves, and 11 blocks, and complies with the Development Agreement that was approved by City Council on October 18, 2018. The City Planning Commission approved the plat unanimously at their meeting on July 15, 2025. Staff recommends approval of the plat.

Acknowledge receipt of the Fiscal Year 2025 Capital Improvement Program Quarterly Report.

Staff continues to carry out actions on budgeted projects as defined in the 2025 Capital Improvement Program (CIP). This report is an update as to the progress of each project year to date.

Council member Vela moved to approve the consent agenda as presented. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

OTHER BUSINESS

Consider Ordinance 25-R, an Ordinance by the City Council of the City of Alvin, Texas, authorizing the issuance and sale of the City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2025; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

On June 5, 2025, City Council authorized the publishing of a notice of the City's intent to issue \$25,000,000 in Certificates of Obligations for the purpose of funding the design, acquisition, construction and equipment of city hall to serve as an administrative office building to house governmental functions of the city, including a municipal court. City staff participated in a ratings call with Standard & Poor's on July 16, 2025. Standard & Poor's affirmed the City's Revenue Bond rating of AA on the Series 2025 Certificates of Obligations on August 7, 2025. According to S&P Global Ratings, a corporation or entity with an AA-rating is defined as having "very strong capacity to meet its financial commitments."

The Series 2025 Certificate of Obligation Bonds are scheduled to be competitively bid at 10:00 a.m. on August 7, 2025. Thereafter, staff will know the exact dollar amount of bonds (principal and interest) that will need to be issued to cover the project costs as well as other bond issuance costs. The City's Financial Advisors will be at the City Council meeting to present the results of the sale and request City Council to approve Ordinance 25-R authorizing the bond sale. Should City Council authorize the issuance of the Series 2025 Certificate of Obligation Bonds, the bonds are expected to close, with funds deposited into the City's accounts on August 28, 2025.

Junru Roland, City Manager, introduced Jonathan Frells, Bond Attorney from Bracewell, and James Gilley from U. S. Capital Advisors to summarize the results of the competitive bond sale. Mr. Gilley explained that out of the six submitted, R. W. Baird & Co. had the winning bid with an interest amount of 4.746662%. Discussion was held regarding the potential negative impacts to the City associated with postponing, rather than authorizing, the issuance of Certificates of Obligations at this time.

Council member Garivey moved to approve Ordinance 25-R, an Ordinance by the City Council of the City of Alvin, Texas, authorizing the issuance and sale of the City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2025; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto. Seconded by Council member Vela and carried; motion carried with members present voting Aye, and Council members Davis, DeKeyser and Moore voting No.

Presentation by Dr. Sambidi (Assistant Director of Data Analytics and Research of H-GAC) on population data, research and projections for the region, Brazoria County, and/or the City of Alvin extraterritorial jurisdiction.

Dr. Sambidi is the assistant director of data analytics and research of H-GAC. Council member Vela recommended and invited Dr. Sambidi to present population data and research projections for the region, Brazoria County, and the City of Alvin ETJ.

Dr. Sambidi presented an overview of Brazoria County's growth since 1980, noting that based on the trends of the past 40 years, the county's population is projected to double—from 372,000 to approximately

770,000—by 2050. He reported that 47 housing developments are already planned across the county over the next 15 to 20 years. Developments located outside the Grand Parkway are expected to contribute to an increase of 3.4 million people in the greater region. Focusing on Alvin's ETJ, Dr. Sambidi projected an increase of 118,000 residents over the next 30 years, representing a 276% growth rate. He also forecasted the addition of 30,000 jobs in the Alvin area during the same period. He emphasized that all related reports, data, and applications are publicly available on the H-GAC website.

Council member Vela thanked Dr. Sambidi for his thorough and informative presentation, noting that such data is essential to the City of Alvin's strategic planning efforts.

Consider the declaration of a 0.0651 acre City utility easement across the Briscoe Park property for the construction of a sanitary sewer mainline to serve the Franklin's Reserve Subdivision; and authorize the City Manager to sign the easement document upon legal review.

On July 7, 2025 the Engineering Department received a request from the Developers of Franklin's Reserve (28-acre subdivision adjacent to the Briscoe Disc Golf Park) to be allowed to install the required sanitary sewer mainline to serve the development. The proposed 10-foot-wide easement is across the southwest corner of the Briscoe Park property. This request was made to allow for a more feasible perpendicular crossing of the Florida Gas Pipeline that runs along the north side of the Franklin's Reserve property. The Engineering Department consulted with the Parks Director regarding the need for the easement and he had no objections to the easement. Staff recommends approval of the easement.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member DeKeyser moved to approve the declaration of a 0.0651-acre City utility easement across the Briscoe Park property for the construction of a sanitary sewer mainline to serve the Franklin's Reserve Subdivision; and authorize the City Manager to sign the easement document upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 25-S, an ordinance releasing approximately 22.5 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

On or about July 20, 2025, the City received a Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City from NewEdge Renewable Power, on behalf of Trey A. Spossey, the owner of approximately 16 acres of land, and Paul S. Kamas, Jr., the owner of approximately 6.5 acres of land, both tracts located entirely within the City of Alvin's ETJ, in Brazoria County, Texas.

Section 42.105(d) of the Texas Local Government Code provides that a City shall take action on a Petition for Release before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day from the City's receipt of the petition, whichever is later. This Ordinance is being presented within 45 days of receiving the Petition.

Rachel Walker and Steve Barna, both with NewEdge Renewal Power, indicated they will be doing a large-scale renewable energy battery storage on the tracts, which will require subdividing and platting the lots. Additionally, they stated that given the complexity of the site, and that they will be required to work with Brazoria County, they would rather simplify the process by dealing with just one entity, the County.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Ms. Hanneman explained that Steve Barra and other representatives from New Edge Power had flown in from out of state to be present at this meeting and were available for any questions.

Council members Moore and Vela expressed their ongoing concerns regarding releasing land in the ETJ and the potential loss of growth and benefit to the City of Alvin. Council member Garivey reiterated past objections citing the ongoing litigation involving the state legislature's actions regarding ETJs. Mr. Barna addressed the Council, explaining that the requested release was a business decision, as the current platting and permitting requirements would double their workload and significantly extend the project's completion timeline.

Council member Moore moved to approve Ordinance 25-S, an ordinance releasing approximately 22.5 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact;

containing a severability clause; and providing for other matters related thereto. Seconded by Council member Salter; the motion failed with all members present voting No.

Discuss and take a record vote to propose an ad valorem tax rate of \$0.700635 per \$100 of assessed valuation for Tax Year 2025 (Fiscal Year October 1, 2025 – September 30, 2026), which equals the No New Revenue Rate, and call for a public hearing to receive comments on said rate on Thursday, September 4, 2025, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin.

The tax rate adoption process consists of the comparison of four (4) rates: the No New Revenue Rate, the Voter Approval Rate, the De Minimis Rate and the City's Proposed Tax Rate. The No New Revenue Rate (\$0.700635 per \$100 of assessed valuation) is a hypothetical benchmark tax rate. It is used to calculate the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2024 tax year (FY25) and the 2025 tax year (FY26). The Voter Approval Rate (\$0.775307 per \$100 of assessed valuation) is the highest tax rate that the City may adopt without voter approval and requires an election (petition or mandatory) to go above the rate. The De Minimis Rate (\$0.759468 per \$100 of assessed valuation) is a hypothetical benchmark tax rate that will generate \$500,000 more in property tax revenues on properties on the tax roll from the 2024 tax year to the 2025 tax year, as well as pay the annual principal and interest on bonds and other debt secured by property tax revenues. The Proposed Tax Rate (\$0.700635 per \$100 of assessed valuation) is the rate proposed to generate property tax revenues to be used for the general maintenance and operational costs of providing City services and paying the annual principal and interest on bonds and other debt secured by property tax revenues. For Fiscal Year 2026 (tax year 2025), staff is proposing to adopt the No New Revenue Tax Rate of \$0.700635 per \$100 of taxable assessed valuation. Per Texas Tax Code Chapter 26, the City is not obligated to hold a public hearing on this proposed tax rate. However, the City may still hold the hearing as a matter of transparency and to hear public concerns. This public hearing will be scheduled for September 4, 2025, at 7:00 p.m. pending Council approval of this item. The City Council will consider adopting the City's "final" tax rate after the public hearing at the regular meeting of the City Council on September 4, 2025, at 7:00 p.m.

Chris Thomas, Director of Finance, presented this item before City Council and clarified that the vote does not constitute adopting the tax rate, but rather establishes that City Council will not adopt a rate higher than the one stated.

Council member DeKeyser moved to approve an ad valorem tax rate of \$0.700635 per \$100 of assessed valuation for Tax Year 2025 (Fiscal Year October 1, 2025 – September 30, 2026), which equals the *No New Revenue Rate* and call for a public hearing to receive comments on said rate on Thursday, September 4, 2025, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin. Seconded by Council member Vela; motion carried with all members present voting Aye and Council member Salter voting No.

Discuss proposed amendments to Chapter 15, "Offenses and Miscellaneous Provisions," and Chapter 17½, "Signs," of the Code of Ordinances, City of Alvin, Texas, related to electioneering at polling locations.

Staff is presenting proposed revisions to the City's electioneering ordinance—originally adopted in 2024—for City Council discussion and feedback prior to formal consideration. These proposed changes stem from observations and complaints received during the May 2025 election cycle and are intended to improve the usability and safety of designated electioneering areas on City-owned property used as polling places. The suggested updates include:

- Adding language to require that all canopies be properly weighted or anchored to prevent tipping or movement due to wind or weather conditions, thereby promoting public safety; and*
- Allow signage to be affixed to the canopies, which shall not count toward the maximum of four ground-placed signs allowed on-site.*
- Removing existing language that prohibited all other structures (e.g., booths, tables), which would now allow for the placement of tables under permitted canopies.*

Staff seeks input from Council on the proposed changes and welcomes any additional revisions or clarifications Council may wish to include before bringing the ordinance back for formal adoption at a future meeting.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation. Discussion was had on the number of allowable signs and verbiage to allow tables.

No action was taken. The changes discussed will be updated and brought to a future Council meeting for consideration.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member Salter requested an amendment to the personnel policy be brought to a future meeting for consideration to include language that states that when employees are in uniform or clothing with the City logo present, they are not permitted to consume alcohol in public.

Council member DeKeyzer requested a refresher on Roberts' Rules of Order at a future workshop.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.

Mr. Junru Roland reviewed the preliminary list for the August 21, 2025, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Vela wished all students going back to school a good year.

Council member Salter mentioned the upcoming Fire/EMS Open House.

EXECUTIVE SESSION

Mayor Adame called for executive session at 8:07 p.m. in accordance with the following:

Section 551.072 of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 9:14 p.m.

Consider a Business Incentive Request for Grazia Craft Kitchen & Cocktails.

Council member DeKeyzer moved to approve a Business Incentive Request with Grazia Craft Kitchen & Cocktails in the amount of \$50,000.00, pending legal review of the Chapter 380 Agreement. Seconded by Council member Vela; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 9:15 p.m.

PASSED and APPROVED the 21st of August 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
TUESDAY, AUGUST 12, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Mayor Adame called the Workshop to order at 6:21 p.m.

Discuss the FY 2025-2026 Proposed Annual Budget.

Discussion was had on the need for repairs to the alleyway behind Gordon Street Tavern and the associated costs and requirements. (Council member Garivey left the meeting at 6:31 p.m.)

Council member Salter requested clarification on the allocation of Sales Tax to the Streets Department in the City of Alvin. Director of Public Services Brandon Moody explained those funds allocated cover the cost of all equipment, drainage, mowing, building supplies, salaries for 25 staff members, and all other costs associated with road maintenance and signage.

Members of City Council had no further questions regarding the FY25-26 proposed budget.

Discuss the proposed Fox Meadow Crossing residential development located on SH35 (area across from Kendall Lakes Subdivision).

City Engineer Michelle Segovia presented this item to City Council, providing background and history on the proposed development. Discussion focused on options available to the developer regarding road requirements and potential amendments to the City's Thoroughfare Plan.

There was general consensus to remove the requirement for the developer to construct the road identified in the Thoroughfare Plan through the proposed subdivision, and to explore the possibility of the developer donating acreage to the City for a future Fire/EMS substation, as well as dedicating the necessary right-of-way for the City to construct the road through the subdivision in the future. These terms would be formalized through a Developers Agreement, which will be drafted and presented to City Council for future consideration. It was also discussed that the Developer Agreement should include a provision requiring the developer, through the Homeowners Association, to maintain mowing of the donated acreage.

Discuss placement regulations for off-premise signs in accordance with Chapter 17½ of the Alvin Code of Ordinances.

Council member Davis expressed interest in allowing off-premises signs, including estate sale, garage sale, and open house signs. The Council discussed potential options and implications for allowing such signs on a limited basis. Council member Davis agreed to conduct further research and present the findings to the Council at a future meeting.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:24 p.m.

PASSED and APPROVED the 21st of August 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL SPECIAL CALLED MEETING
AND EXECUTIVE SESSION
TUESDAY, AUGUST 12, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Special Session at 6:03 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; and Robert E. Lee, Police Chief.

EXECUTIVE SESSION

Mayor Adame called for executive session at 6:03 p.m. in accordance with the following:

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Mayor Adame adjourned from Executive Session at 6:20 p.m. to commence the previously scheduled workshop.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 7:25 p.m.

Consider the employment contract of the City Manager.

Council member Vaughn moved to approve City Manager contract with amendments; Seconded by Council member Moore; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:27 p.m.

PASSED and APPROVED the 21st of August 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 8/21/2025

Department: Administration - Asst. City Manager

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider Ordinance 25-T, amending Chapter 15, "Offenses and Miscellaneous Provisions," and Chapter 17½, "Signs," of the Alvin Code of Ordinances, City of Alvin, Texas, to update regulations for Electioneering and Political Signs; providing for severability; providing a for a penalty of fine not to exceed the sum of \$500.00; providing for an effective date; providing for publication; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: This Ordinance was previously reviewed and discussed by City Council at the August 7, 2025, meeting. During that discussion, City Council suggested one clarification - to specify that any canopy containing printed words, slogans, logos, images, or other markings intended to convey a message would be considered a sign affixed to the canopy. That clarification has been incorporated into the proposed ordinance, which is now being presented for formal consideration.

Overall, the proposed revisions stem from observations and complaints received during the May 2025 election cycle and are intended to improve the usability and safety of designated electioneering areas on City-owned property used as polling places. The proposed changes include:

- Adding language requiring that all canopies be properly weighted or anchored to prevent tipping or movement due to wind or weather conditions, thereby promoting public safety;
- Allowing signage to be affixed to canopies, which shall not count toward the maximum of four ground-placed signs allowed on-site under Section 17½-41; this also includes language specifying that any canopy containing printed words, slogans, logos, images, or other markings intended to convey a message shall be considered a sign affixed to the canopy, and that only signage physically attached to the canopy qualifies for this exemption, with ground-placed or adjacent signs counted separately toward the maximum; and
- Removing existing language prohibiting all other structures (e.g., booths, tables), which will now allow for the placement of tables under permitted canopies.

If approved, these revisions will amend the current ordinance to address concerns raised during recent elections while maintaining clear and enforceable guidelines for electioneering activities on City property.

Funding Expected:	Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item:	Yes ☐ No ☐ N/A ☒
Funding Account:	_____	Amount:	_____
		1295 Form Required?	Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 8/12/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Ord 25-T; Electioneering and Political Signs; Redline
 2. Ord 25-T; Electioneering and Political Signs; Final
-

Recommendation: Move to approve Ordinance 25-T, amending Chapter 15, "Offenses and Miscellaneous Provisions," and Chapter 17½, "Signs," of the Alvin Code of Ordinances, City of Alvin, Texas, to update regulations for Electioneering and Political Signs; providing for severability; providing a for a penalty of fine not to exceed the sum of \$500.00; providing for an effective date; providing for publication; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE 25-T

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 15 – “OFFENSES AND MISCELLANEOUS PROVISIONS” AND CHAPTER 17 ½ “SIGNS” OF THE CODE OF ORDINANCES, TO UPDATE REGULATIONS GOVERNING ELECTIONEERING AND POLITICAL SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY NOT TO EXCEED \$500.00 FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council has reviewed the practices and experiences related to electioneering activities on City-owned properties used as polling places, and finds that updates to regulations are necessary to protect public health, safety, and welfare;

WHEREAS, the City Council determines that these amendments establish reasonable time, place, and manner restrictions in the best interest of the community;

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

Section 1. The Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising Chapter 15 “Offenses and Miscellaneous Provisions,” Article XI, “Electioneering at Polling Locations,” in part as follows:

ARTICLE XI. ELECTIONEERING AT POLLING LOCATIONS

...

15-125. - Electioneering on City owned facilities/grounds.

- a) Pursuant to Section 61.003 of the Texas Election Code, electioneering is prohibited within one hundred (100) feet of an outside door through which a voter may enter the building in which the polling place is located.
- b) Candidates shall be required to remove all discarded electioneering literature that litter the grounds.
- c) Electioneering shall not interfere with disability access or emergency response to the property.
- d) Canopies shall not exceed 10x10 in size per candidate and must be removed daily within one (1) hour after the polls close. All canopies shall be properly weighted or anchored to prevent tipping or movement due to wind or weather conditions, ensuring public safety.

- e) Canopies shall only be allowed in the numbered spaces as marked in the “yellow” zone identified in Exhibit A. All other parking spaces in the Alvin Library parking lot shall be made available to voters who are on the premises to cast their ballot, patrons of the library, and library staff.
- f) Canopy spaces are available for selection one hour before the daily opening of the polls and are on a first-come, first-served basis.
- g) Vehicles of any type are prohibited from being parked in the parking lot for use to display electioneering items.

h) Canopies and chairs shall not impede the flow of vehicular or foot traffic.

h)i) Signs affixed to canopies shall be allowed and shall not count toward the maximum number of political signs permitted on site under Section 17½-41, provided they are securely affixed to the canopy structure in a manner that does not create hazards or obstruct visibility for vehicular or pedestrian traffic. For purposes of this section, any canopy containing printed words, slogans, logos, images, or other markings intended to convey a message shall be considered a sign affixed to the canopy. Only signage that is physically attached to the canopy structure shall qualify under this provision; signs placed in the ground or otherwise displayed adjacent to the canopy shall be counted separately toward the maximum number of political signs permitted on site.

~~i) —All other structures, including but not limited to booths, tables are prohibited.~~

Section 2. The Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising Chapter 17½, “Signs,” Article IV, “Construction, Placement, and Maintenance,” Section 17½-41, “Temporary Political Signs on City-Owned Public Property,” to be amended in part as follows:

ARTICLE IV “CONSTRUCTION, PLACEMENT AND MAINTENANCE

...

17½-41. - Temporary political signs on City owned public property.

...

- c) A temporary political sign may be placed on public property that serves as an early voting polling location or an election day polling location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location.

A maximum of four (4) signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature, not being attached to any other. Each temporary political sign may not:

- 1) Exceed six (6) square feet per sign face.
- 2) Exceed four (4) feet in height including any supporting instruments used for staking.

- 3) Be illuminated or have any moving elements.
- 4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.
- 5) Be placed in a location that creates a traffic hazard or obstructs traffic visibility.
- 6) Be placed on the premises earlier than twenty-four (24) hours before the commencement of the voting period.
- 7) Remain on the premises more than twenty-four (24) hours after the voting period has ended.

⇨ d) All political signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the city. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the city and may be disposed of at the discretion of the city.

Section 3. That except as amended herein all other provisions of Chapter 15 and Chapter 17½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 4. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$500. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Publication and Effective Date. The City Secretary is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper. This Ordinance shall take effect ten (10) days after such publication, in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 21st day of August 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE 25-T

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 15 – “OFFENSES AND MISCELLANEOUS PROVISIONS” AND CHAPTER 17 ½ “SIGNS” OF THE CODE OF ORDINANCES, TO UPDATE REGULATIONS GOVERNING ELECTIONEERING AND POLITICAL SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY NOT TO EXCEED \$500.00 FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council has reviewed the practices and experiences related to electioneering activities on City-owned properties used as polling places, and finds that updates to regulations are necessary to protect public health, safety, and welfare;

WHEREAS, the City Council determines that these amendments establish reasonable time, place, and manner restrictions in the best interest of the community;

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

Section 1. The Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising Chapter 15 “Offenses and Miscellaneous Provisions,” Article XI, “Electioneering at Polling Locations,” in part as follows:

ARTICLE XI. ELECTIONEERING AT POLLING LOCATIONS

...

15-125. - Electioneering on City owned facilities/grounds.

- a) Pursuant to Section 61.003 of the Texas Election Code, electioneering is prohibited within one hundred (100) feet of an outside door through which a voter may enter the building in which the polling place is located.
- b) Candidates shall be required to remove all discarded electioneering literature that litter the grounds.
- c) Electioneering shall not interfere with disability access or emergency response to the property.
- d) Canopies shall not exceed 10x10 in size per candidate and must be removed daily within one (1) hour after the polls close. All canopies shall be properly weighted or anchored to prevent tipping or movement due to wind or weather conditions, ensuring public safety.

- e) Canopies shall only be allowed in the numbered spaces as marked in the “yellow” zone identified in Exhibit A. All other parking spaces in the Alvin Library parking lot shall be made available to voters who are on the premises to cast their ballot, patrons of the library, and library staff.
- f) Canopy spaces are available for selection one hour before the daily opening of the polls and are on a first-come, first-served basis.
- g) Vehicles of any type are prohibited from being parked in the parking lot for use to display electioneering items.
- h) Canopies and chairs shall not impede the flow of vehicular or foot traffic.
- i) Signs affixed to canopies shall be allowed and shall not count toward the maximum number of political signs permitted on site under Section 17½-41, provided they are securely affixed to the canopy structure in a manner that does not create hazards or obstruct visibility for vehicular or pedestrian traffic. For purposes of this section, any canopy containing printed words, slogans, logos, images, or other markings intended to convey a message shall be considered a sign affixed to the canopy. Only signage that is physically attached to the canopy structure shall qualify under this provision; signs placed in the ground or otherwise displayed adjacent to the canopy shall be counted separately toward the maximum number of political signs permitted on site.

Section 2. The Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising Chapter 17½, “Signs,” Article IV, “Construction, Placement, and Maintenance,” Section 17½-41, “Temporary Political Signs on City-Owned Public Property,” to be amended in part as follows:

ARTICLE IV. CONSTRUCTION, PLACEMENT AND MAINTENANCE

...

17½-41. - Temporary political signs on City owned public property.

...

- c) A temporary political sign may be placed on public property that serves as an early voting polling location or an election day polling location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location.

A maximum of four (4) signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature, not being attached to any other. Each temporary political sign may not:

- 1) Exceed six (6) square feet per sign face.
- 2) Exceed four (4) feet in height including any supporting instruments used for staking.
- 3) Be illuminated or have any moving elements.

- 4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.
 - 5) Be placed in a location that creates a traffic hazard or obstructs traffic visibility.
 - 6) Be placed on the premises earlier than twenty-four (24) hours before the commencement of the voting period.
 - 7) Remain on the premises more than twenty-four (24) hours after the voting period has ended.
- d) All political signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the city. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the city and may be disposed of at the discretion of the city.

Section 3. That except as amended herein all other provisions of Chapter 15 and Chapter 17½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 4. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$500. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Publication and Effective Date. The City Secretary is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper. This Ordinance shall take effect ten (10) days after such publication, in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter

551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 21st day of August 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 8/21/2025

Department: Finance

Contact: Chris Thomas, Director of Finance

Agenda Item: Consider and take action to set the date for the official adoption of the Fiscal Year 2025–2026 Annual Budget for the City Council meeting on September 4, 2025, at 7:00 p.m. at Alvin City Hall, 216 West Sealy Street, in accordance with Texas Local Government Code §102.007.

Type of Item: Action Item

Summary: Texas Local Government Code section 102.007 states that at the conclusion of a public hearing on the budget, the governing body of the municipality shall take action on the proposed budget. This action could be a vote to adopt the budget or a vote to postpone the adoption to a future meeting. Generally, municipalities will postpone the vote to adopt the budget to have additional time to address citizens' concerns from the hearing, finalize the budget document, or align the budget vote with the vote on the tax rate. Per statute, some action must be taken, and staff recommends postponing a vote to adopt the budget until the September 4, 2025, regular City Council meeting in order to align with the vote on the tax rate as presented on the budget calendar located within the document.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed: 8/14/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 8/12/25

Supporting documents attached:

1. Budget Calendar FY26

Recommendation: Move to set the date for the official adoption of the Fiscal Year 2025–2026 Annual Budget for the City Council meeting on September 4, 2025, at 7:00 p.m. at Alvin City Hall, 216 West Sealy Street, in accordance with Texas Local Government Code §102.007.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

JAN 13-16	MON-THU		Review existing CIP projects with City Manager
JAN 27-30	MON-THU		Submit new CIP projects to City Manager and Finance Director
APR 8	TUE		Budget kickoff at executive team meeting
APR 30	WED		Last day for estimated property valuation from appraisal office
MAY 1	THU		Department requests submitted to Finance Dept
MAY 12-15	MON-THU		Budget Hearings
MAY 19-22	MON-THU		Budget Hearings (if needed)
MAY 27-29	TUES-THU		FY 2026 revenue estimates prepared
JUN 2-5	MON-THU		City Manager and Finance review/compile budget
JUN 9-12	MON-THU		City Manager and Finance review/compile budget
JUN 16-19	MON-THU		City Manager and Finance review/compile budget
JUN 26	THU		Last day to submit sanitation rates for budgeting
JUL 14	MON		72-hour notice for open meeting
JUL 17	THU	7PM	Regular Council meeting
JUL 17	THU	7PM	City Manager presents Proposed FY 2026 Budget
JUL 17	THU	7PM	Council sets date (Aug 21, 2025) for budget public hearing
JUL 21	MON		Proposed budget to be posted to City website
JUL 22	TUE		First day to publish notice of budget hearing
JUL 25	FRI		Certified roll due from chief appraiser to assessor
JUL 28	MON	6PM	Special Budget Workshop
AUG 1	FRI		Assessor submits appraisal roll to City
AUG 1	FRI		Last day to submit proposed budget
AUG 4	MON		72-hour notice for open meeting
AUG 5	TUE		Last day to file proposed budget
AUG 7	THU		First day to publish notice of tax rate hearing
AUG 7	THU		Last day for NNR and VAR submitted to Council
AUG 7	THU		Comptroller form 50-212 posted to City website
AUG 7	THU	6PM	Budget Workshop #1
AUG 7	THU	7PM	Regular Council meeting
AUG 7	THU	7PM	Council proposes tax rate for FY 2025-26

AUG 11	MON		Last day to publish notice of budget hearing
AUG 12	TUE	6PM	Budget Workshop #2
AUG 12	TUE		First possible day to hold tax rate hearing
AUG 18	MON		72-hour notice for open meeting
AUG 21	THU	6PM	Budget Workshop #3 (if necessary)
AUG 21	THU	7PM	Regular Council meeting
AUG 21	THU	7PM	Public Hearing - FY 2026 budget
AUG 21	THU	7PM	Action taken on FY 2026 budget
AUG 21	THU	7PM	Water/Sewer rates for Council to consider
AUG 28	THU		Last day to post notice of tax rate on TV/Internet
AUG 30	SAT		Last day to publish notice of tax rate hearing
AUG 30	SAT		Last day to publish notice of tax rate hearing on web
SEP 1	MON		72-hour notice for open meeting
SEP 4	THU	7PM	Regular Council meeting
SEP 4	THU	7PM	Public Hearing - Tax Rate
SEP 4	THU	7PM	Vote to adopt the FY 2026 budget
SEP 4	THU	7PM	Vote to approve the tax rate
SEP 4	THU	7PM	Vote to ratify increase in budget revenue
SEP 8	MON		File budget with Municipal Clerk
SEP 8	MON		Place approved budget on City website
SEP 8	MON		File approved budget with county clerk
SEP 15	MON		72-hour notice for open meeting
SEP 18	THU	7PM	Regular Council meeting
SEP 22	MON		File budget with Municipal Clerk
SEP 22	MON		Place approved budget on City website
SEP 22	MON		File approved budget with county clerk
OCT 1	WED		Fiscal Year 2026 begins



AGENDA COMMENTARY

Meeting Date: 8/21/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Discuss and consider entering into a Professional Services Agreement with Randall Scott Architects, Inc. for the design, engineering, and architectural planning of a new City Hall; and authorize the City Manager to execute the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: On April 6, 2025, the City issued a Request for Qualifications (RFQ) for architectural services for the design of a new City Hall facility. The RFQ solicitation period closed on April 24, 2025, with a total of nine (9) architectural firms submitting proposals.

A review committee consisting of City staff and a representative from AGCM Inc., the City's construction management consultant, evaluated and scored all nine proposals based on:

- **Qualifications of Firm** -- specifically as it relates to experience on similar projects.
- **Team Members** -- related project experience of the firm and the individuals who would be assigned to this project.
- **Project Approach** -- clear understanding of the project scope and well-structured approach to successful execution.
- **Capacity & Availability** -- capacity to take on the project, with dedicated resources and staff readily available.
- **Professional References** -- proven past performance
- **Quality & Responsiveness of Submittal** -- Complete and highly responsive ability to meet timelines and

Following the initial evaluation, the top four scoring firms were invited for in-person interviews conducted on May 28, 2025. The firms interviewed were:

- Randall Scott Architects, Inc.
- BRW Architects
- Ziegler Cooper Architects
- Joiner Architects

Following the interviews, Randall Scott Architects, Inc. received the highest overall score, reflecting both the strength of their proposal and their performance during the interview process. The selection committee recommends engaging Randall Scott Architects, Inc. to provide architectural services for the new City Hall project.

The new multi-story City Hall will be constructed on the existing City Hall site following demolition of

the current building.

This project will be delivered using the Construction Manager at Risk (CMAR) method. Under this delivery model, the City will procure a construction manager through a separate, competitive selection process, with assistance from the architecture firm. The selected contractor will be brought on board early in the design phase to collaborate closely with the architect throughout the project. Once the design is sufficiently developed, the CMAR contractor will propose a Guaranteed Maximum Price (GMP) for construction. The contractor will then be responsible for delivering the project within the agreed-upon GMP and will assume the financial risk for any cost overruns beyond that amount.

This professional services contract with Randall Scott Architects, Inc. will be funded through proceeds from the Certificates of Obligation issued for this project as authorized on August 4, 2025.

Staff recommends approval.

Funding Expected:	Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item:	Yes ☒ No ☐ N/A ☐
Funding Account:	☐	Amount:	☐
Legal Review Required:	N/A ☐ Required ☒	1295 Form Required?	Yes ☒ No ☐
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	8/14/2025 SLH
		Date Completed:	CT 8/14/25

Supporting documents attached:

1. RSA Agreement; Final
 2. RSA Agreement; Redlined
 3. RSA Fee Proposal; Exhibit A to Agreement
 4. RFQ 25-02 Architect City Hall; Randall Scott Architects
 5. City Hall Architect; Proposal Reviews Evaluation Score Sheet
 6. City Hall Architect; In-Person Interview Evaluation Score Sheet
-

Recommendation: Move to approve a Professional Services Agreement with Randall Scott Architects, Inc. for the design, engineering, and architectural planning of a new City Hall; and authorize the City Manager to execute the agreement upon legal review.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒
Reviewed by City Manager, if applicable: ☒

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21 day of July in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Alvin
216 West Sealy St.
Alvin, Texas 77511

and the Architect:
(Name, legal status, address and other information)

Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, Texas 75093

for the following Project:
(Name, location and detailed description)

New City Hall
216 West Sealy St.
Alvin, Texas 77511

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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12	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's Program for the Project shall be based on the "2024 Programming Revisions for City of Alvin – New City Hall Facility - dated 08/27/2024. This program document developed by AG|CM includes multiple options. RSA has based the scope of this project on the \$25 Million Total Project Budget Option which **does not include** the third floor shell space alternate. RSA's scope of work is based on a Total Building Square Footage of 26,750 as indicated by the Owner's Program listed above

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The location of the New City Hall will be at the same location as the current city hall (216 West Sealy Street Alvin, TX 77511). The existing city hall will be demolished, and the city will temporarily operate its business from leased space (location not yet determined) until construction has completed. The Project scope includes a new parking lot, on-site utilities, landscaping and site improvements.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Project Budget = \$25,000,000. The POR Construction Only Cost Estimate = \$18,570,000 inclusive of on-site utilities, construction contingency and Contractor's bonds and insurance

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Phase: 4 months

Design Development Phase: 4 months

Construction Documents Phase: 4 months

Total Estimated Schematic Design, Design Development and Construction Documents Phases = 12 months.

.2 Construction commencement date:

To be determined during the Basic Services portion of this Agreement and in collaboration with the contractor

.3 Substantial Completion date or dates:

To be determined during the Basic Services portion of this Agreement and in collaboration with the contractor

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk. The term Construction Manager at Risk, CM at Risk and CMAR shall be synonymous with and have the same meaning as the term Contractor in this Agreement.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective and the Architect's fees shall be adjusted accordingly. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Junru Roland – City Manager
216 West Sealy St.
Alvin, Texas 77511
Ph. 281.388.4200

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows. All references to providing coordination, collaboration, documents or other services to the Owner shall include the Owner's Representative unless otherwise directed by the City Manager.
(List name, address, and other contact information.)

Matt Graves, Sr. Project Manager
AC|CM

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To Be Determined

.2 Surveyor:

To Be Determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Testing services to provide a variety of services such as materials testing, envelope testing, test and balance (TAB).

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Preston B. Scott, AIA
Principal
Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, Texas 79053
Ph.: 972.664.9100
Email: pscott@rsarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services include the following. Refer to Exhibit 'A' for additional information.

.1 Structural Engineer:

Gessner Engineers

.2 Mechanical Engineer:

DFWCGI

.3 Electrical Engineer:

DFWCGI

§ 1.1.11.2 Consultants retained under Supplemental Services. Refer to Exhibit 'A' for additional information.

Civil Engineer: Gessner Engineers

Landscape Architect: Coleman & Associates

Technology Consultant: DataCom Design Group

§ 1.1.12 Other Initial Information on which the Agreement is based:

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000) for each occurrence and (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Deleted

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ 1,000,000) per claim and (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and the Architect's Fee Proposal attached to this Agreement as Exhibit 'A' and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and

timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. Reasonable cause includes delays such as Acts of God (floods, earthquakes, fire, hurricanes, tornadoes, significant storm events, etc.), global and geopolitical events, supply chain issues, pandemics, acts of war, and other delays beyond the Architect's control. In the event of reasonable cause, the Architect shall be allowed to adjust the schedule for design services, as necessary.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.6 The Architect shall not delegate design services without pre-notification to the Owner, Owner's Representative and Contractor.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Owner shall transmit to the Architect all of the City's Ordinances and code amendments that affect the Project prior to the Schematic Design Phase.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary floor plans, and 3D renderings of the Architect's proposed design and other documents needed by the Contractor to provide a thorough SD Cost Estimate. Preliminary selections of major building systems and construction materials shall be noted on the drawings, visually depicted in the 3D renderings and/or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall provide Schematic Design Documents to the Owner's Construction Manager (CM) at Risk and coordinate with the CM at Risk in the preparation of the CM's [Schematic Design](#) Phase estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and its representatives, meet to review them and request the Owner's approval.

§ 3.2.8 The Architect shall collaborate with the Owner and CM at Risk to make adjustments to the Schematic Design, scope of Work (Project Requirements), CM at Risk's Schematic Design cost estimate, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents and CM at Risk's Schematic Design Cost Estimate, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include preliminary specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall coordinate with the Owner's CM at Risk in updating the CM's Design Development Phase estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and its representatives, collaborate with the Owner and CM at Risk on any adjustments to the CM at Risk's estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The Architect shall collaborate with the Owner, Architect's consultants and CM at Risk to make reasonable adjustments to the Design Development documents, scope of Work (Project Requirements), CM at Risk's Design Development cost estimate, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, CM at Risk's Design Development estimate, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Architect will require the Contractor/CMAR to prepare a BIM (Building Information Modeling) coordination model in Navisworks inclusive of subcontractor trades and delegated design elements called for in the Construction Documents.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Owner shall transmit to the Architect all of the City's Ordinances and code amendments that affect the Project prior to the design phase.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner/CM at Risk in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; and the Conditions of the Contract for Construction (General, Supplementary and other Conditions). Modifications to the AIA A201 General Conditions document shall be made by the Owner's legal counsel. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall provide the Construction Documents to the Owner's Construction Manager at Risk to assist the CM in updating its estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner and its representatives, coordinate with the CM at Risk and the Owner on any adjustments to the CM at Risk's estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors/Construction Managers. The Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; and (3) determining the successful bid or proposal, if any.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of digital versions (PDF's) of Bidding Documents to prospective CMAR bidders; Prospective bidders and CMAR's are responsible for printing their own documents related to the Project;
- .2 organizing and conducting a pre-bid conference for prospective CMAR bidders;
- .3 preparing responses to questions from prospective CMAR bidders and providing clarifications and interpretations of the Bidding Documents to the prospective CMAR bidders in the form of addenda; and,
- .4 assisting the Owner in evaluating the bids and qualifications of CMAR bidders.

§ 3.5.2.3 The Bidding Documents shall permit substitutions up until 7 days prior to bid date. Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions up until 7 days prior to bid date to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of digital versions (PDF's) of Proposal Documents for distribution to prospective CMAR contractors. Prospective CMAR bidders and contractors are responsible for printing their own documents related to this Project;
- .2 participating in selection interviews with prospective CMAR contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda;
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner; and
- .5 assist the Owner in evaluating the proposals and qualifications of proposers.

§ 3.5.3.3 The Proposal Documents shall permit substitutions up until 7 days prior to bid date, Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions submitted up until 7 days prior to bid date to all prospective contractors.

§ 3.5.3.4 Should the Owner and CMAR engage in Value Engineering exercises to reduce the project cost at any point during the design and construction process, the Architect shall be included as a party to that process in order to advise the Owner of the possible construction, schedule and life cycle cost implications, and the professional service fees required to modify the documents to reflect those changes.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. The initial date for submittal review by the Architect shall not commence until the submittal has been provided to the Architect in its entirety, the specific product being submitted is marked as such in the product literature, and the submittal has been reviewed and stamped by the Contractor. The date for initiation of submittals received after 3 pm shall be dated the following day.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility or as listed in Exhibit 'A' - The Architect's Fee Proposal, and the Owner shall compensate the Architect as provided in Section 11.2 and Exhibit 'A' - The Architect's Fee Proposal. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Refer to 1.1.1 above and Exhibit A – III.A.2
§ 4.1.1.2 Multiple preliminary designs	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (CMAR Responsibility)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Refer to Architect's Fee Proposal Exhibit 'A'
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Refer to Architect's Fee Proposal Exhibit 'A'
§ 4.1.1.29 Other services provided by specialty Consultants	Refer to Architect's Fee Proposal Exhibit 'A'
§ 4.1.1.30 Other Supplemental Services	Refer to Architect's Fee Proposal Exhibit 'A'

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Architect's Fee Proposal attached to this Agreement as Exhibit 'A'

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Init.

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants, CM at Risk and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect, or;
- .12 Services required to determine existing physical conditions that could not be reasonably known or discovered prior to construction.
- .13 Services rendered to value engineer, offset or coordinate cost changes or supply chain delays due to Acts of God (hurricanes, earthquakes, floods, tornadoes), pandemics, global and geopolitical events that affect the Project schedule or cost of the Project.
- .14 Services associated with modifications to the existing floodplain, platting and rezoning of the project site.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom after 7 days prior to the GMP proposal or bid date.
- .6 Other Additional Services as listed in Exhibit 'A' - The Architect's Fee Proposal.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-Two (32) visits to the site by the Architect during construction. Visits to the site to review design deficiencies, errors or omissions will not be considered one of these visits.
- .3 Two (2) inspections of the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable Owner and Project contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include and locate as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; floodplain, adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees including caliper of trees at 36" above grade and species; and information concerning available utility services and lines, both public and private, above and below grade, including inverts, flow lines and depths. All the information on the survey shall be referenced to a Project benchmark and USGS elevations.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Geotech report shall include deep borings under proposed building

locations and shallow borings under proposed paving locations with the engineer's recommendations for foundation and paving design options at locations requested by the Architect.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, envelope tests, tests for air and water pollution, and tests for hazardous materials. Such testing, inspections and reports shall include at a minimum:

- a. Construction materials testing inspections and reports such as concrete testing (cylinder preparation, breaks, air entrainment, slump, temperature, water added as well as other requirements of the contract documents), grout/mortar testing, and steel erection testing and inspection (bolt tightness, x-ray testing and welding quality).
- b. Air barrier testing, inspections and reports.
- c. HVAC Test and Balancing and reports.
- d. Basic commissioning of the MEP systems if not provided by the Architect as an additional or optional service.
- e. Window testing, inspection and reports including vacuum chamber testing.
- f. Water pressure and flow test at the nearest fire hydrant to the Project or location requested by the Design Team; and
- g. Other tests, inspections and reports as required by the Construction Documents or requested by the Architect and his consultants.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Value Engineering discussions and exercises between the Owner and the Contractor shall include the Architect as a party thereto so the Architect and his consultants can advise the Owner regarding the affects to the Project in terms of long term maintenance costs, quality, life cycle costs and professional fees required to make changes to the documents required by value engineering of the Project.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' (also referred to in this Agreement as CM at Risk) general conditions costs, overhead and profit and typical on-site utilities costs. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, testing services, geotechnical engineering, surveying, FF&E, project contingencies; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work shall be determined during the Needs Assessment Phase or Schematic Design Phase of the Architect's services, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work during the Needs Assessment and/or Schematic Design Phase prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing the preliminary estimate of the Cost of Work during the Needs Assessment and/or Schematic Design Phase, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are anticipated to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's preliminary estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. Detailed cost estimating for the Project shall be provided by the Owner's Construction Manager at Risk.

§ 6.4 If, the GMP Pricing from the CM at Risk has not been submitted to the Owner within 90 days from the date the Architect submits the GMP Pricing Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's or CM at Risk's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall collaborate with the CM at Risk and Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and CM at Risk in making such adjustments. The Owner shall have final decision in determining which changes to accept.

§ 6.6 If the Owner's budget for the Cost of the Work is exceeded by the CM at Risk's Guaranteed Maximum Price (GMP) Proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect and CM at Risk, collaborate to revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 and the scope of Work reductions consist of more than \$500,000 in construction cost, the Architect, as an additional service, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work as adjusted at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the CM at Risk's GMP Pricing proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications exceeding \$500,000 in construction cost as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.5 Deleted.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Deleted

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7
(Paragraphs deleted)
Deleted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The AIA B101 Agreement and Exhibit 'A' are complimentary. In the event of a conflict between the two documents, the AIA B101 shall take precedence.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Refer to Exhibit 'A' – Architect's Fee Proposal

- .2 Percentage Basis
(Insert percentage value)

Refer to Exhibit 'A' – Architect's Fee Proposal , as calculated in accordance with Section 11.6.

- .3 Other

(Describe the method of compensation)

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 Compensation for Basic Services shall be based on the following proportion of compensation for each phase of services:

Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Twenty-five	percent (	25	%)
Procurement Phase	Five	percent (	05	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be reduced based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed including bid add alternates, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit 'A' – Architect's Fee Proposal

Employee or Category

Rate (\$0.00)

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Typical Reimbursable Expenses and compensation thereof are listed in Exhibit 'A' – Architect's Fee Proposal and include typical expenses incurred by the Architect and the Architect's consultants directly related to the Project. The following reimbursable expenses, if required, shall be billed in addition to Exhibit 'A' – Architect's Fee Proposal:

- .1 Transportation and authorized out-of-state travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner in addition to those provided by the Architect as part of Basic Services;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other non-typical Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be a lump sum according to Exhibit 'A' – Architect's Fee Proposal. .

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 or by the Owner are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Cost to the Architect plus 10%

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Per the Texas Government Code %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, ph. 512.305.9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

13.2.3.1 Exhibit 'A' – Architect's Fee Proposal

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

/s/ Randall B. Scott

ARCHITECT *(Signature)*

Randall B. Scott, AIA | Founding Principal

(Printed name, title, and license number, if required)



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21 day of July in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Alvin
216 West Sealy St.
Alvin, Texas 77511

and the Architect:
(Name, legal status, address and other information)

Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, Texas 75093

for the following Project:
(Name, location and detailed description)

New City Hall
216 West Sealy St.
Alvin, Texas 77511

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(810833784)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's Program for the Project shall be based on the "2024 Programming Revisions for City of Alvin – New City Hall Facility - dated 08/27/2024. This program document developed by AG|CM includes multiple options. RSA has based the scope of this project on the \$25 Million Total Project Budget Option which **does not include** the third floor shell space alternate. RSA's scope of work is based on a Total Building Square Footage of 26,750 as indicated by the Owner's Program listed above

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The location of the New City Hall will be at the same location as the current city hall (216 West Sealy Street Alvin, TX 77511). The existing city hall will be demolished, and the city will temporarily operate its business from leased space (location not yet determined) until construction has completed. The Project scope includes a new parking lot, on-site utilities, landscaping and site improvements.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Project Budget = \$25,000,000. The POR Construction Only Cost Estimate = \$18,570,000 inclusive of on-site utilities, construction contingency and Contractor's bonds and insurance .

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Phase: 4 months

Design Development Phase: 4 months

Construction Documents Phase: 4 months

Total Estimated Schematic Design, Design Development and Construction Documents Phases = 12 months.

.2 Construction commencement date:

To be determined during the Basic Services portion of this Agreement and in collaboration with the contractor

.3 Substantial Completion date or dates:

To be determined during the Basic Services portion of this Agreement and in collaboration with the contractor

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk. The term Construction Manager at Risk, CM at Risk and CMAR shall be synonymous with and have the same meaning as the term Contractor in this Agreement.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective and the Architect's fees shall be adjusted accordingly. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Junru Roland – City Manager
216 West Sealy St.
Alvin, Texas 77511
Ph. 281.388.4200

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows. All references to providing coordination, collaboration, documents or other services to the Owner shall include the Owner's Representative unless otherwise directed by the City Manager.
(List name, address, and other contact information.)

Matt Graves, Sr. Project Manager
AC|CM

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To Be Determined

.2 Surveyor:

To Be Determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Testing services to provide a variety of services such as materials testing, envelope testing, test and balance (TAB).

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Preston B. Scott, AIA
Principal
Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, Texas 79053
Ph.: 972.664.9100
Email: pscott@rsarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services include the following. Refer to Exhibit 'A' for additional information.

Init.

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.1 Structural Engineer:

Gessner Engineers

.2 Mechanical Engineer:

DFWCGI

.3 Electrical Engineer:

DFWCGI

§ 1.1.11.2 Consultants retained under Supplemental Services. Refer to Exhibit 'A' for additional information.

Civil Engineer: Gessner Engineers

Landscape Architect: Coleman & Associates

Technology Consultant: DataCom Design Group

§ 1.1.12 Other Initial Information on which the Agreement is based:

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000) for each occurrence and (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Deleted

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ 1,000,000) per claim and (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and the Architect's Fee Proposal attached to this Agreement as Exhibit 'A' and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and

timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. Reasonable cause includes delays such as Acts of God (floods, earthquakes, fire, hurricanes, tornadoes, significant storm events, etc.), global and geopolitical events, supply chain issues, pandemics, acts of war, and other delays beyond the Architect's control. In the event of reasonable cause, the Architect shall be allowed to adjust the schedule for design services, as necessary.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.6 The Architect shall not delegate design services without pre-notification to the Owner, Owner's Representative and Contractor.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Owner shall transmit to the Architect all of the City's Ordinances and code amendments that affect the Project prior to the Schematic Design Phase.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary floor plans, and 3D renderings of the Architect's proposed design and other documents needed by the Contractor to provide a thorough SD Cost Estimate. Preliminary selections of major building systems and construction materials shall be noted on the drawings, visually depicted in the 3D renderings and/or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall provide Schematic Design Documents to the Owner's Construction Manager (CM) at Risk and coordinate with the CM at Risk in the preparation of the CM's Schematic Design Phase estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and its representatives, meet to review them and request the Owner's approval.

§ 3.2.8 The Architect shall collaborate with the Owner and CM at Risk to make adjustments to the Schematic Design, scope of Work (Project Requirements), CM at Risk's Schematic Design cost estimate, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents and CM at Risk's Schematic Design Cost Estimate, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include preliminary specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall coordinate with the Owner's CM at Risk in updating the CM's Design Development Phase estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and its representatives, collaborate with the Owner and CM at Risk on any adjustments to the CM at Risk's estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The Architect shall collaborate with the Owner, Architect's consultants and CM at Risk to make reasonable adjustments to the Design Development documents, scope of Work (Project Requirements), CM at Risk's Design Development cost estimate, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, CM at Risk's Design Development estimate, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Architect will require the Contractor/CMAR to prepare a BIM (Building Information Modeling) coordination model in Navisworks inclusive of subcontractor trades and delegated design elements called for in the Construction Documents.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Owner shall transmit to the Architect all of the City's Ordinances and code amendments that affect the Project prior to the design phase.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner/CM at Risk in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; and the Conditions of the Contract for Construction (General, Supplementary and other Conditions). Modifications to the AIA A201 General Conditions document shall be made by the Owner's legal counsel. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall provide the Construction Documents to the Owner's Construction Manager at Risk to assist the CM in updating its estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner and its representatives, coordinate with the CM at Risk and the Owner on any adjustments to the CM at Risk's estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors/Construction Managers. The Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; and (3) determining the successful bid or proposal, if any.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of digital versions (PDF's) of Bidding Documents to prospective CMAR bidders; Prospective bidders and CMAR's are responsible for printing their own documents related to the Project;
- .2 organizing and conducting a pre-bid conference for prospective CMAR bidders;
- .3 preparing responses to questions from prospective CMAR bidders and providing clarifications and interpretations of the Bidding Documents to the prospective CMAR bidders in the form of addenda; and,
- .4 assisting the Owner in evaluating the bids and qualifications of CMAR bidders.

§ 3.5.2.3 The Bidding Documents shall permit substitutions up until 7 days prior to bid date. Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions up until 7 days prior to bid date to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of digital versions (PDF's) of Proposal Documents for distribution to prospective CMAR contractors. Prospective CMAR bidders and contractors are responsible for printing their own documents related to this Project;
- .2 participating in selection interviews with prospective CMAR contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda;
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner; and
- .5 assist the Owner in evaluating the proposals and qualifications of proposers.

§ 3.5.3.3 The Proposal Documents shall permit substitutions up until 7 days prior to bid date, Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions submitted up until 7 days prior to bid date to all prospective contractors.

§ 3.5.3.4 Should the Owner and CMAR engage in Value Engineering exercises to reduce the project cost at any point during the design and construction process, the Architect shall be included as a party to that process in order to advise the Owner of the possible construction, schedule and life cycle cost implications, and the professional service fees required to modify the documents to reflect those changes.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. The initial date for submittal review by the Architect shall not commence until the submittal has been provided to the Architect in its entirety, the specific product being submitted is marked as such in the product literature, and the submittal has been reviewed and stamped by the Contractor. The date for initiation of submittals received after 3 pm shall be dated the following day.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility or as listed in Exhibit 'A' - The Architect's Fee Proposal, and the Owner shall compensate the Architect as provided in Section 11.2 and Exhibit 'A' - The Architect's Fee Proposal. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Refer to 1.1.1 above and Exhibit A – III.A.2
§ 4.1.1.2 Multiple preliminary designs	Not Provided

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (CMAR Responsibility)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Refer to Architect's Fee Proposal Exhibit 'A'
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Refer to Architect's Fee Proposal Exhibit 'A'
§ 4.1.1.29 Other services provided by specialty Consultants	Refer to Architect's Fee Proposal Exhibit 'A'
§ 4.1.1.30 Other Supplemental Services	Refer to Architect's Fee Proposal Exhibit 'A'

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Architect's Fee Proposal attached to this Agreement as Exhibit 'A'

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Init.

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants, CM at Risk and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect, or;
- .12 Services required to determine existing physical conditions that could not be reasonably known or discovered prior to construction.
- .13 Services rendered to value engineer, offset or coordinate cost changes or supply chain delays due to Acts of God (hurricanes, earthquakes, floods, tornadoes), pandemics, global and geopolitical events that affect the Project schedule or cost of the Project.
- .14 Services associated with modifications to the existing floodplain, platting and rezoning of the project site.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom after 7 days prior to the GMP proposal or bid date.
- .6 Other Additional Services as listed in Exhibit 'A' - The Architect's Fee Proposal.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-Two (32) visits to the site by the Architect during construction. Visits to the site to review design deficiencies, errors or omissions will not be considered one of these visits.
- .3 Two (2) inspections of the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable Owner and Project contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include and locate as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; floodplain, adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees including caliper of trees at 36" above grade and species; and information concerning available utility services and lines, both public and private, above and below grade, including inverts, flow lines and depths. All the information on the survey shall be referenced to a Project benchmark and USGS elevations.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Geotech report shall include deep borings under proposed building

locations and shallow borings under proposed paving locations with the engineer's recommendations for foundation and paving design options at locations requested by the Architect.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, envelope tests, tests for air and water pollution, and tests for hazardous materials. Such testing, inspections and reports shall include at a minimum:

- a. Construction materials testing inspections and reports such as concrete testing (cylinder preparation, breaks, air entrainment, slump, temperature, water added as well as other requirements of the contract documents), grout/mortar testing, and steel erection testing and inspection (bolt tightness, x-ray testing and welding quality).
- b. Air barrier testing, inspections and reports.
- c. HVAC Test and Balancing and reports.
- d. Basic commissioning of the MEP systems if not provided by the Architect as an additional or optional service.
- e. Window testing, inspection and reports including vacuum chamber testing.
- f. Water pressure and flow test at the nearest fire hydrant to the Project or location requested by the Design Team; and
- g. Other tests, inspections and reports as required by the Construction Documents or requested by the Architect and his consultants.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Value Engineering discussions and exercises between the Owner and the Contractor shall include the Architect as a party thereto so the Architect and his consultants can advise the Owner regarding the affects to the Project in terms of long term maintenance costs, quality, life cycle costs and professional fees required to make changes to the documents required by value engineering of the Project.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' (also referred to in this Agreement as CM at Risk) general conditions costs, overhead and profit and typical on-site utilities costs. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, testing services, geotechnical engineering, surveying, FF&E, project contingencies; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work shall be determined during the Needs Assessment Phase or Schematic Design Phase of the Architect's services, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work during the Needs Assessment and/or Schematic Design Phase prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing the preliminary estimate of the Cost of Work during the Needs Assessment and/or Schematic Design Phase, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are anticipated to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's preliminary estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. Detailed cost estimating for the Project shall be provided by the Owner's Construction Manager at Risk.

§ 6.4 If, the GMP Pricing from the CM at Risk has not been submitted to the Owner within 90 days from the date the Architect submits the GMP Pricing Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's or CM at Risk's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall collaborate with the CM at Risk and Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and CM at Risk in making such adjustments. The Owner shall have final decision in determining which changes to accept.

§ 6.6 If the Owner's budget for the Cost of the Work is exceeded by the CM at Risk's Guaranteed Maximum Price (GMP) Proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect and CM at Risk, collaborate to revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 and the scope of Work reductions consist of more than \$500,000 in construction cost, the Architect, as an additional service, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work as adjusted at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the CM at Risk's GMP Pricing proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications exceeding \$500,000 in construction cost as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.5 Deleted.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Deleted

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Deleted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The AIA B101 Agreement and Exhibit 'A' are complimentary. In the event of a conflict between the two documents, the AIA B101 shall take precedence.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Refer to Exhibit 'A' – Architect's Fee Proposal

- .2 Percentage Basis
(Insert percentage value)

Refer to Exhibit 'A' – Architect's Fee Proposal , as calculated in accordance with Section 11.6.

- .3 Other

Init.

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User Notes:

(810833784)

(Describe the method of compensation)

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 Compensation for Basic Services shall be based on the following proportion of compensation for each phase of services:

Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Twenty-five	percent (	25	%)
Procurement Phase	Five	percent (	05	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be reduced based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed including bid add alternates, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit 'A' – Architect's Fee Proposal

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Typical Reimbursable Expenses and compensation thereof are listed in Exhibit 'A' – Architect's Fee Proposal and include typical expenses incurred by the Architect and the Architect's consultants directly related to the Project. The following reimbursable expenses, if required, shall be billed in addition to Exhibit 'A' – Architect's Fee Proposal:

- .1 Transportation and authorized out-of-state travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner in addition to those provided by the Architect as part of Basic Services;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other non-typical Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be a lump sum according to Exhibit 'A' – Architect's Fee Proposal. .

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 or by the Owner are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Cost to the Architect plus 10%

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Per the Texas Government Code %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, ph. 512.305.9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

13.2.3.1 Exhibit 'A' – Architect's Fee Proposal

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:28:24 ET on 08/14/2025.

PAGE 1

AGREEMENT made as of the 21 day of July in the year 2025

...

City of Alvin
216 West Sealy St.
Alvin, Texas 77511

...

(Name, legal status, address and other information)

Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, Texas 75093

...

New City Hall
216 West Sealy St.
Alvin, Texas 77511

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The Owner's Program for the Project shall be based on the "2024 Programming Revisions for City of Alvin – New City Hall Facility - dated 08/27/2024. This program document developed by AG|CM includes multiple options. RSA has based the scope of this project on the \$25 Million Total Project Budget Option which **does not include** the third floor shell space alternate. RSA's scope of work is based on a Total Building Square Footage of 26,750 as indicated by the Owner's Program listed above

...

The location of the New City Hall will be at the same location as the current city hall (216 West Sealy Street Alvin, TX 77511). The existing city hall will be demolished, and the city will temporarily operate its business from leased space (location not yet determined) until construction has completed. The Project scope includes a new parking lot, on-site utilities, landscaping and site improvements.

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Total Project Budget = \$25,000,000. The POR Construction Only Cost Estimate = \$18,570,000 inclusive of on-site utilities, construction contingency and Contractor's bonds and insurance

...

Schematic Design Phase: 4 months
Design Development Phase: 4 months
Construction Documents Phase: 4 months
Total Estimated Schematic Design, Design Development and Construction Documents Phases = 12 months.

To be determined during the Basic Services portion of this Agreement and in collaboration with the contractor

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To be determined during the Basic Services portion of this Agreement and in collaboration with the contractor

...

Construction Manager at Risk. The term Construction Manager at Risk, CM at Risk and CMAR shall be synonymous with and have the same meaning as the term Contractor in this Agreement.

...

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. Objective and the Architect’s fees shall be adjusted accordingly. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Junru Roland – City Manager
216 West Sealy St.
Alvin, Texas 77511
Ph. 281.388.4200

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§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows: follows. All references to providing coordination, collaboration, documents or other services to the Owner shall include the Owner’s Representative unless otherwise directed by the City Manager.

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Matt Graves, Sr. Project Manager
AC|CM

...

To Be Determined

...

.2 Civil Engineer: Surveyor:

To Be Determined

...

Testing services to provide a variety of services such as materials testing, envelope testing, test and balance (TAB).

...

Preston B. Scott, AIA
Principal
Randall Scott Architects, Inc.
4975 Preston Park Blvd., Suite 620
Plano, Texas 79053
Ph.: 972.664.9100
Email: pscott@rsarchitects.com

...

§ 1.1.11.1 Consultants retained under Basic ~~Services~~: Services include the following. Refer to Exhibit 'A' for additional information.

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Gessner Engineers

...

DFWCGI

...

DFWCGI

...

§ 1.1.11.2 Consultants retained under Supplemental ~~Services~~: Services. Refer to Exhibit 'A' for additional information.

Civil Engineer: Gessner Engineers
Landscape Architect: Coleman & Associates
Technology Consultant: DataCom Design Group

...

Refer to Exhibit 'A' – Architect's Fee Proposal

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and ~~reliance on~~, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000) for each occurrence and (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 ~~Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~ Deleted

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ 1,000,000) per claim and (\$ 2,000,000) in the aggregate.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and the Architect's Fee Proposal attached to this Agreement as Exhibit 'A' and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. ~~With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.~~ Reasonable cause includes delays such as Acts of God (floods, earthquakes, fire, hurricanes, tornadoes, significant storm events, etc.), global and geopolitical events, supply chain issues, pandemics, acts of war, and other delays beyond the Architect's control. In the event of reasonable cause, the Architect shall be allowed to adjust the schedule for design services, as necessary.

...

§ 3.1.6 The Architect shall not delegate design services without pre-notification to the Owner, Owner's Representative and Contractor.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Owner shall transmit to the Architect all of the City's Ordinances and code amendments that affect the Project prior to the Schematic Design Phase.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, ~~and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.~~ preliminary floor plans, and 3D renderings of the Architect's proposed design and other documents needed by the Contractor to provide a thorough SD Cost Estimate. Preliminary selections of major building systems and construction materials shall be noted ~~on the drawings or the drawings, visually depicted in the 3D renderings and/or described in writing.~~

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§ 3.2.6 The Architect shall ~~submit to the Owner and~~ provide Schematic Design Documents to the Owner's Construction Manager (CM) at Risk and coordinate with the CM at Risk in the preparation of the CM's Schematic Design Phase estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner, and request the Owner's approval.~~ Owner and its representatives, meet to review them and request the Owner's approval.

§ 3.2.8 The Architect shall collaborate with the Owner and CM at Risk to make adjustments to the Schematic Design, scope of Work (Project Requirements), CM at Risk's Schematic Design cost estimate, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design ~~Documents,~~ Documents and CM at Risk's Schematic Design Cost Estimate, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include ~~outline preliminary~~ specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall ~~update the~~ coordinate with the Owner's CM at Risk in updating the CM's Design Development Phase estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the ~~Owner, advise the Owner of any adjustments to the~~ Owner and its representatives, collaborate with the Owner and CM at Risk on any adjustments to the CM at Risk's estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The Architect shall collaborate with the Owner, Architect's consultants and CM at Risk to make reasonable adjustments to the Design Development documents, scope of Work (Project Requirements), CM at Risk's Design Development cost estimate, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

...

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, CM at Risk's Design Development estimate, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Architect will require the Contractor/CMAR to prepare a BIM (Building Information Modeling) coordination model in Navisworks inclusive of subcontractor trades and delegated design elements called for in the Construction Documents.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Owner shall transmit to the Architect all of the City's Ordinances and code amendments that affect the Project prior to the design phase.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the ~~Owner~~ Owner/CM at Risk in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) ~~the form of agreement between the Owner and Contractor;~~ and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). Modifications to the

AIA A201 General Conditions document shall be made by the Owner's legal counsel. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall ~~update the~~ provide the Construction Documents to the Owner's Construction Manager at Risk to assist the CM in updating its estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, ~~advise the Owner of any adjustments to the Owner and its representatives, coordinate with the CM at Risk and the Owner on any adjustments to the CM at Risk's estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

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The Architect shall assist the Owner in establishing a list of prospective ~~contractors. Following the Owner's approval of the Construction Documents, the contractors/Construction Managers.~~ The Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; and (3) determining the successful bid or proposal, if any; ~~and, (4) awarding and preparing contracts for construction.~~ any.

...

- .1 facilitating the distribution of digital versions (PDF's) of Bidding Documents to prospective CMAR bidders; Prospective bidders and CMAR's are responsible for printing their own documents related to the Project;
- .2 organizing and conducting a pre-bid conference for prospective CMAR bidders;
- .3 preparing responses to questions from prospective CMAR bidders and providing clarifications and interpretations of the Bidding Documents to the prospective CMAR bidders in the form of addenda; and,
- .4 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ assisting the Owner in evaluating the bids and qualifications of CMAR bidders.

§ 3.5.2.3 ~~If the Bidding Documents permit substitutions, upon~~ The Bidding Documents shall permit substitutions up until 7 days prior to bid date. Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions up until 7 days prior to bid date to all prospective bidders.

...

- .1 facilitating the distribution of digital versions (PDF's) of Proposal Documents for distribution to prospective ~~contractors and requesting their return upon completion of the negotiation process;~~ CMAR contractors. Prospective CMAR bidders and contractors are responsible for printing their own documents related to this Project;
- .2 ~~organizing and participating in selection interviews with prospective CMAR contractors;~~
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; ~~and,~~
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by ~~the Owner.~~ the Owner; and
- .5 assist the Owner in evaluating the proposals and qualifications of proposers.

§ 3.5.3.3 ~~If the Proposal Documents permit substitutions, upon~~ The Proposal Documents shall permit substitutions up until 7 days prior to bid date, Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions submitted up until 7 days prior to bid date to all prospective contractors.

§ 3.5.3.4 Should the Owner and CMAR engage in Value Engineering exercises to reduce the project cost at any point during the design and construction process, the Architect shall be included as a party to that process in order to advise the Owner of the possible construction, schedule and life cycle cost implications, and the professional service fees required to modify the documents to reflect those changes.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or ~~omissions, omissions~~, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. The initial date for submittal review by the Architect shall not commence until the submittal has been provided to the Architect in its entirety, the specific product being submitted is marked as such in the product literature, and the submittal has been reviewed and stamped by the Contractor. The date for initiation of submittals received after 3 pm shall be dated the following day.

...

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in ~~writing within any time limits agreed upon, or otherwise with reasonable promptness.~~ writing. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's ~~responsibility, responsibility~~ or as listed in Exhibit 'A' - The Architect's Fee Proposal, and the Owner shall compensate the Architect as provided in Section ~~4.1.2, 11.2~~ and Exhibit 'A' - The Architect's Fee Proposal. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1	Programming	<u>Refer to 1.1.1 above and Exhibit A – III.A.2</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided (CMAR Responsibility)</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect</u>
§ 4.1.1.23 Commissioning	<u>Refer to Architect's Fee Proposal Exhibit 'A'</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Refer to Architect's Fee Proposal Exhibit 'A'</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Refer to Architect's Fee Proposal Exhibit 'A'</u>
§ 4.1.1.30 Other Supplemental Services	<u>Refer to Architect's Fee Proposal Exhibit 'A'</u>

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Refer to Architect's Fee Proposal attached to this Agreement as Exhibit 'A'

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- .5 Preparing digital models or other design documentation for transmission to the Owner's ~~consultants~~ consultants, CM at Risk and contractors, or to other Owner-authorized recipients;
- ...
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; ~~or,~~
- .11 Assistance to the Initial Decision Maker, if other than the ~~Architect~~ Architect, or;
- .12 Services required to determine existing physical conditions that could not be reasonably known or discovered prior to construction.
- .13 Services rendered to value engineer, offset or coordinate cost changes or supply chain delays due to Acts of God (hurricanes, earthquakes, floods, tornadoes), pandemics, global and geopolitical events that affect the Project schedule or cost of the Project.
- .14 Services associated with modifications to the existing floodplain, platting and rezoning of the project site.

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting ~~therefrom~~ therefrom after 7 days prior to the GMP proposal or bid date.
- .6 Other Additional Services as listed in Exhibit 'A' - The Architect's Fee Proposal.
- ...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-Two (32) visits to the site by the Architect during ~~construction~~construction. Visits to the site to review design deficiencies, errors or omissions will not be considered one of these visits.
- .3 Two (2) inspections ~~for any portion~~ of the Work to determine whether ~~such portion~~ of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections ~~for any portion~~ of the Work to determine final completion.

...
§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...
§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable Owner and Project contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

...
§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall ~~include,~~include and locate as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; floodplain, adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements ~~and trees;~~ and trees including caliper of trees at 36" above grade and species; and information concerning available utility services and lines, both public and private, above and below grade, including ~~inverts~~inverts, flow lines and depths. All the information on the survey shall be referenced to a Project ~~benchmark~~benchmark and USGS elevations.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Geotech report shall include deep borings under proposed building locations and shallow borings under proposed paving locations with the engineer's recommendations for foundation and paving design options at locations requested by the Architect.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, envelope tests, tests for air and water pollution, and tests for hazardous materials. Such testing, inspections and reports shall include at a minimum:

- a. Construction materials testing inspections and reports such as concrete testing (cylinder preparation, breaks, air entrainment, slump, temperature, water added as well as other requirements of the contract documents), grout/mortar testing, and steel erection testing and inspection (bolt tightness, x-ray testing and welding quality).
- b. Air barrier testing, inspections and reports.
- c. HVAC Test and Balancing and reports.
- d. Basic commissioning of the MEP systems if not provided by the Architect as an additional or optional service.
- e. Window testing, inspection and reports including vacuum chamber testing.
- f. Water pressure and flow test at the nearest fire hydrant to the Project or location requested by the Design Team; and

- g. Other tests, inspections and reports as required by the Construction Documents or requested by the Architect and his consultants.

...

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Value Engineering discussions and exercises between the Owner and the Contractor shall include the Architect as a party thereto so the Architect and his consultants can advise the Owner regarding the affects to the Project in terms of long term maintenance costs, quality, life cycle costs and professional fees required to make changes to the documents required by value engineering of the Project.

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§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' ~~general conditions costs, overhead and profit.~~ (also referred to in this Agreement as CM at Risk) general conditions costs, overhead and profit and typical on-site utilities costs. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, ~~or contingencies for changes in the Work; testing services, geotechnical engineering, surveying, FF&E, project contingencies;~~ or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work ~~is provided in Initial Information,~~ shall be determined during the Needs Assessment Phase or Schematic Design Phase of the Architect's services, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work ~~and updated estimates of the Cost of the Work,~~ during the Needs Assessment and/or Schematic Design Phase prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing ~~estimates of the Cost of Work,~~ the preliminary estimate of the Cost of Work during the Needs Assessment and/or Schematic Design Phase, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are anticipated to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's preliminary estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~ Detailed cost estimating for the Project shall be provided by the Owner's Construction Manager at Risk.

§ 6.4 If, ~~through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction~~ the GMP Pricing from the CM at Risk has not been submitted to the Owner within 90 days from the date the Architect submits the GMP Pricing Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's or CM at Risk's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall ~~make appropriate recommendations to the~~ collaborate with the CM at Risk and Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and CM at Risk in making such adjustments. The Owner shall have final decision in determining which changes to accept.

§ 6.6 If the Owner's budget for the Cost of the Work ~~at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal,~~ is exceeded by the CM at Risk's Guaranteed Maximum Price (GMP) Proposal, the Owner shall

...

- .4** in consultation with the ~~Architect,~~ Architect and CM at Risk, ~~collaborate to~~ revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

...

§ 6.7 If the Owner chooses to proceed under Section ~~6.6.4,~~ the Architect 6.6.4 and the scope of Work reductions consist of more than \$500,000 in construction cost, the Architect, as an additional service, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work as adjusted at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the ~~lowest bona fide bid or negotiated CM at Risk's GMP Pricing proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate,~~ the Work, the Owner shall compensate the Architect for the modifications exceeding \$500,000 in construction cost as an Additional Service pursuant to Section ~~11.3;~~ otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. ~~11.3.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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§ 8.1.5 Deleted.

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

[☒] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration Deleted

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,~~

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Deleted.

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§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

...

§ 10.10 The AIA B101 Agreement and Exhibit 'A' are complimentary. In the event of a conflict between the two documents, the AIA B101 shall take precedence.

...

Refer to Exhibit 'A' – Architect's Fee Proposal

...

~~(—) % of the Owner's budget for the Cost of the Work,~~ Refer to Exhibit 'A' – Architect's Fee Proposal
as calculated in accordance with Section 11.6.

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Refer to Exhibit 'A' – Architect's Fee Proposal

...

Refer to Exhibit 'A' – Architect's Fee Proposal

...

Refer to Exhibit 'A' – Architect's Fee Proposal

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

...

§ 11.5 ~~When compensation for Basic Services is based on a stipulated sum or a percentage basis, the Compensation for Basic Services shall be based on the following proportion of compensation for each phase of services shall be as follows:~~services:

Schematic Design Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Design Development Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>05</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be ~~adjusted~~reduced based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not ~~constructed~~constructed including bid add alternates, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

Refer to Exhibit 'A' – Architect's Fee Proposal

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§ 11.8.1 ~~Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include Typical Reimbursable Expenses and compensation thereof are listed in Exhibit 'A' – Architect's Fee Proposal and include typical expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~Project. The following reimbursable expenses, if required, shall be billed in addition to Exhibit 'A' – Architect's Fee Proposal:

.1 Transportation and authorized ~~out-of-town~~out-of-state travel and subsistence;

...

.7 ~~Renderings, physical~~Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; in addition to those provided by the Architect as part of Basic Services;

...

.12 Other ~~similar~~non-typical Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be ~~the expenses incurred by the Architect and the Architect's consultants plus~~ percent (— %) of the expenses incurred; a lump sum according to Exhibit 'A' – Architect's Fee Proposal. .

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 or by the Owner are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

...

Cost to the Architect plus 10%

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Per the Texas Government Code %

PAGE 24

12.1 The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, ph. 512.305.9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS.

...

.2 ~~Building Information Modeling Exhibit, if completed:~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

...

[X] Other Exhibits incorporated into this Agreement:

...

13.2.3.1 Exhibit 'A' – Architect's Fee Proposal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Randall B. Scott, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:28:24 ET on 08/14/2025 under Order No. 4104247946 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**EXHIBIT 'A' TO THE AIA B101
PROFESSIONAL SERVICES CONTRACT**

Revised August 18, 2025

Junru Roland
City Manager
City of Alvin
216 West Sealy Street
Alvin, TX 77511

RE: FEE PROPOSAL TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES FOR A NEW CITY HALL

I. PROJECT SCOPE

This proposal is submitted by Randall Scott Architects, Inc. (hereinafter referred to as RSA or Architect) to the City of Alvin (hereinafter referred to as City, Owner or Client) to provide Architectural and Engineering Services for A New City Hall located at 216 West Sealy Street, Alvin, Texas 77511.

A. PROJECT CRITERIA

The following information conveys RSA's understanding of the project at this time, based on information received through RFQ-25-02 advertised on April 6, 2025:

The City of Alvin owns approximately 1.6 acres where the current City Hall is located. The City anticipates that the new City Hall will involve the demolition of the current City Hall building and the reconstruction of a new City Hall at its current site located at 216 W. Sealy, Alvin, Texas. The new City Hall building will be planned for housing the following divisions/departments: City Council Chambers, City Administration, Finance, Utility Billing, Economic Development, Convention & Visitors Bureau, Engineering and Planning, Inspections, Information Technology, Legal, Municipal Court, and Human Resources. The New City Hall building will house approximately 50 staff members with office spaces and workstations.

RSA's understanding of the project as currently anticipated by the City is as follows:

1. RSA is to provide full A/E services as identified in this proposal for a New City Hall.
 - a. The anticipated total building square footage of the New City Hall is as follows:
 - i. *First Floor - 15,950 SF*
 - ii. *Second Floor - 10,800 SF*
 - iii. **Total Building Square Footage – 26,750 SF**
 - b. Based on the City's Bond, RSA's understanding is that the Total Project Cost (TPC) = **\$25,000,000.**
 - c. Based on this Total Project Cost of \$25M, RSA's estimated budget allocation for Construction Only Cost (COC) = **\$18,570,000**
 - d. The delta between **TPC (\$25M)** & **COC (\$18.57M)** includes A/E Fees, Contingencies, Materials Testing, Geotechnical Engineering, Surveying, Commissioning, FF&E and other Owner related costs.

2. It is RSA's understanding that the City is planning to utilize the CMAR (Construction Manager at Risk) delivery method.

II. PRE-DESIGN PHASE SERVICES *(This Phase is Not in Scope, AG|CM provided 2024 Programming Revisions on 08/27/2024, which RSA anticipates being the basis of design)*

III. BASIC SERVICES

A. SCHEMATIC DESIGN (SD)

Schematic Design Phase services provided by RSA and our Consultants for this project shall consist of the following:

1. **Benchmarking Tours:** RSA will attend tours of up to two City Halls in other local area municipalities with the City of Alvin Staff to foster discussion about elements the City would like to see incorporated into the Project.
2. **Program Validation:** RSA will review the program and spatial analysis that was prepared by AG|CM with City Staff and AG|CM to validate the square footages and to make any updates that have changed since the report was concluded. During this validation process, RSA will work with the City Staff, AG|CM and Owner's CMAR to reconcile any differences between the available budget and desired scope of work. Once the budget and scope have been reconciled, RSA will proceed with schematic design services based on the updated program of requirements.
3. Prepare a Preliminary Project Schedule of the project for the City's use.
4. Perform a code and zoning review for the proposed project and consult with the Owner on any changes that impact the design.
5. Conduct a design workshop with Staff, Project Stakeholders, AG|CM and CMAR to review the program and discuss any requested changes as well as thoughts derived from the Benchmarking Tours.
6. Develop Schematic Design drawings for the Project to include a schematic site plan, floor plans, interior design concept and exterior 3D virtual fly-around.
7. Provide SD documents and coordinate with the Owner's CMAR in the preparation of their Schematic Design estimate.
8. Meet with Staff and AG|CM to review the Schematic Design drawings and receive comment. RSA will incorporate the City's comments and revise the proposed design to provide final SD design documents.
9. Coordinate the MEP, structural, civil, landscape and IT/AV/Security consultants' Schematic Design drawings and design narratives for the proposed design.
10. Hold a second design workshop with the Project Stakeholders, AG|CM and Owner's CMAR to review the final SD Site Plan, Floor Plans, Interior Design Renderings, 3D fly-around, Cost Estimate and Schedule. RSA will incorporate any final review comments from Staff.
11. Collaborate with the City, AG|CM and Owner's CMAR to reconcile any differences between the project scope, budget and estimated cost.
12. Upon approval by the City Stakeholders, RSA will assist Staff in presenting the proposed Schematic Design documents to the City Council for approval.
13. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.
14. Collect and send to the City and AG|CM the Final SD Drawings, Proposed Project Schedule and CMAR's Cost Estimate for the City's final approval.

B. DESIGN DEVELOPMENT (DD) PHASE

Based on the approved Schematic Design documents and reconciled SD Cost Estimate prepared by the Owner's CMAR, the Design Team shall prepare the following Design Development documents:

1. General Notes
2. Architectural site plan illustrating the proposed site and building improvements
3. Architectural floor plans with dimensions
4. Roof Plan(s)
5. Partition types
6. Proposed room finish & door schedules
7. Wall sections
8. Preliminary section details
9. Reflected ceiling plans
10. Millwork elevations
11. Interior elevations
12. Preliminary interior finishes plan(s)
13. Preliminary mechanical, electrical and plumbing drawings and details
14. Preliminary structural plans and details
15. Preliminary civil plans and details including on-site utilities
16. Preliminary AV, IT, Security and Access Control (low voltage systems) plans and details
17. Provide drawings and specifications to the Owner's CMAR for preparation of the DD Cost Estimate. Collaborate with the Owner, Owner's representative and CMAR to adjust the Design Development scope of work to reconcile with the City's budget.
18. Adjust the project schedule if needed.
19. Attend meetings with City Staff and AG|CM to review the Design Development documents, CMAR's DD Cost Estimate and status of the Project Schedule.
20. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

C. CONSTRUCTION DOCUMENTS (CD) PHASE

Based on the approved Design Development documents and reconciled DD Cost Estimate, the Design Team will prepare final drawings, details and specifications required to construct the Project.

The Construction Documents will include a base bid scope of work and a limited number of add alternates which the Design Team will agree upon with the City to assist in managing the project cost. RSA will provide updated drawings to the Owner's CMAR for an updated CD estimate. The Design Team will work with the Owner, AG|CM and CMAR and to make final adjustments to the project scope and construction documents to reconcile the project scope and CMAR's final cost estimate with the City's budget. Once the scope and estimate are reconciled with the budget, the Design Team will issue the final CD's for bidding.

The Construction Documents Phase includes attendance by the Design Team at meetings with the Owner, Owner's representative, CMAR and other entities to coordinate the Construction Documents. Services during this phase include the preparation and distribution of project meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

D. BIDDING & NEGOTIATION PHASE

Once the final Construction Documents are approved by the Owner, the Design Team will provide the following services during the Bidding and Negotiation Phase:

1. Distribute electronic PDF files of the bidding documents plans and specifications to the Owner's CMAR. The printing of these documents for bidding and construction shall be at the CMAR's and subcontractor's expense.
2. Attend a Pre-Bid Conference at the project site or a location designated by the Owner if requested.
3. Answer Contractor questions during the bidding phase about the construction documents and intended design. Prepare and issue addenda to the CMAR clarifying questions on the drawings and specifications.
4. Review substitution requests from bidders up until 7 days prior to bid date. Issue addenda documenting any approved substitution requests approximately 4 days prior to bid date.
5. Prepare and distribute project meeting notes documenting the basic issues, resolutions and action items agreed to in meetings attended by the Architect during this phase.

E. CONTRACT ADMINISTRATION PHASE

During the Construction Administration Phase, the Design Team will provide the following Services:

1. Conduct a Pre-Construction Meeting to discuss the issues of coordination, point of contact for each entity and protocol to be followed during the Construction Phase of the project.
2. Visit the site to review the construction in an effort to determine in general whether or not, when the Project is completed, it will be constructed in substantial accordance with the Contract Documents. While on site, the Architect will attend OAC Meetings with the Owner, Owner's representative and CMAR to review the project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI logs, sustainability documentation (if applicable), and construction schedule status along with coordination issues that need resolution by the group.
3. Review substitution requests from the CMAR only for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Contractor's control.
4. Review submittals and shop drawings required by the Contract Documents.
5. Review the Contractor's Requests for Information (RFI's) and respond as deemed appropriate by the Architect.
6. Prepare Architect's' Supplemental Instructions (ASI's) when deemed necessary by the Architect and issue them to the Contractor.
7. Review the Contractor's Cost Proposal Requests (CPR's), make recommendations to the Owner and process change orders.
8. Review Contractor's Applications for Payment and transmit to the City for payment with any recommended adjustments from the Design Team.
9. Prepare a punch list for the Project and perform a final walk-through for verification that punch list items have been completed.
10. Establish dates of Substantial and Final Completion and prepare certificates for same.
11. Coordinate project close out, receipt of warranty & maintenance binders from the CMAR.
12. Coordinate the preparation of as-built documents by the CMAR and deliver them to the Owner.

IV. ADDITIONAL SERVICES

Additional Services are all services not explicitly listed under Sections II *Pre-Design Services* & III *Basic Services* of this Proposal. Additional Services shall be provided when requested by the City on an hourly or negotiated fee basis in addition to the fees charged for the services outlined in Sections II and III above. To the extent possible, prior to beginning Additional Services work, RSA shall request approval from the City in

writing if it believes that Additional Services are warranted or have been requested by the City. Additional Services include, but are not limited to, the following:

- A. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.
- B. Preparing Design alternatives and redesign services for the project including, but not limited to, redesign services required due to the City making changes to the project scope, budget or Initial Information Value engineering changes required to meet the budget shall be part of Basic Services in accordance with the AIA B101 prime agreement attached to this Exhibit.
- C. Preparing documents for change orders required for the project which are not the fault of the Design Team.
- D. Meetings with citizen groups outside of normal design presentations to Council to present project information. RSA will assist Staff in presenting our work to Council during regular Council Meetings as a Basic Service, if requested.
- E. If more than two locations are requested for Benchmarking Tours, additional tours will be billed at an hourly rate.
- F. Surveying and geotechnical engineering services. The City shall furnish these services and the resulting documentation of same to the Architect.
- G. Consulting services required to complete the project which are not specifically listed under the Professional Fee Sections VI.A *Pre-Design* or VI.B *Basic Services*.
- H. Services required if site conditions are found to have existing infrastructure or unknown conditions that add substantial work to the design team to accommodate.
- I. Design of off-site utilities or paving beyond the property line limits.
- J. Platting and/or rezoning services.
- K. Coordination services associated with environmental, archeological and historic building assessments including, but not limited to: 1) historic building evaluations of the property required by governing agencies, 2) archeological evaluations of the property required by governing agencies; 3) evaluation of the presence and potential impact of special conditions or sensitive receptors present on the property such as wetlands, endangered species and native trees required by governing agencies.
- L. All work associated with the location and modifications to the floodplain relative to the project.
- M. Renovations or improvements to existing buildings, sheds or other improvements on the campus other than any explicitly listed in Project Criteria section above.
- N. Preparing multiple bid packages for the work or multiple buildings.
- O. Design of water features such as splash pads or reflecting ponds.

V. PRELIMINARY PROJECT SCHEDULE

RSA anticipates it will take **approximately 10-12 MONTHS** to complete the above Basic Services for Schematic Design, Design Development and Construction Documents. To a large extent, this time frame is dependent on the availability of the City Staff and Council's ability to make timely decisions on matters of design and cost. A Project Schedule will be developed by RSA during the Pre-Design and Basic Services Design Phases of the project. The schedule for construction will be developed by the contractor as part of the CSP delivery method.

VI. PROFESSIONAL FEES

A. PRE-DESIGN PHASE SERVICES

Not In Scope - AG|CM provided 2024 Programming Revisions on 08/27/2024, which RSA anticipates being the basis of design

B. BASIC SERVICES

1. The fee for <i>Basic Services</i> inclusive of the Architectural, Structural and MEP engineering services outlined in Section III Basic Services of this Proposal shall be provided based on a fee percentage of 8.0% times the \$18,570,000 Construction Only Cost (COC) inclusive of Contractor and Owner construction contingencies.	\$1,485,600
2. Civil Engineering Services	\$95,000
3. Information Technology (IT)	\$ 17,445
4. Audio Visual (AV)	\$ 16,250
5. Electronic Security / Surveillance (ESS)	\$ 13,750
6. Acoustics	\$ 8,250
7. Landscape Architecture and Irrigation Design	\$ 59,500
8. Deleted	\$ 0
9. Envelope Consultant	\$ 46,250
10. Registered Accessibility Specialist	\$ 7,500
Total Basic Services Fees	\$1,749,545

- Note:** The above fees are based on a Construction Only Cost (COC) of **\$18,570,000**, inclusive of Contractor, Design and Construction contingencies. Should the Owner's Construction Budget and/or the actual Construction Cost of this project vary from **\$18,570,000**, RSA's fees shall be increased or decreased at a fee percentage of 8.0% times the increased or decreased amount of the Owner's Construction Budget and/or actual Construction Cost exceeding or reducing the original **\$18,570,000** Construction Budget. The final fees shall be based on the total construction cost of the project plus the *design fees for any alternates which are designed but not constructed*. Should a scope/ budget increase or decrease occur at any time during the project, RSA's fees shall be adjusted at that time, commensurate with the change in scope and budget/or estimated change in Construction Only Cost (COC).

C. OPTIONAL ADDITIONAL SERVICES

- Optional Additional Services for the project shall be provided for the following lump sum fees when requested/agreed to by the Client.
 - Surveying \$19,500
 - Geotechnical Engineering \$18,250
 - TDI (Windstorm) Construction Inspections \$17,995
 - Furniture, Fixtures & Equipment (FF&E) Design & Specification Services \$85,375
 - Basic Commissioning Services \$45,650
 - Structural Carton Form or Pier and Beam Foundation Design Services \$25,500
 - 3rd Party Cost Estimator \$41,750

D. ADDITIONAL SERVICES

1. Additional Services for the project shall be provided at the following hourly rates or negotiated on a lump sum basis at the time they are required:

Founding Principal	\$450.00/hr.
Principal	\$375.00/hr.
Sr. Vice President	\$350.00/hr.
Vice President/PM	\$325.00/hr.
Project Architect	\$300.00/hr.
Staff Architect	\$285.00/hr.
Visualization Renderer	\$285.00/hr.
Interior Designer	\$285.00/hr.
Administrative	\$205.00/hr.
Consultants	Cost + 10%

E. REIMBURSABLE EXPENSES

Reimbursable Expenses constitute expenses incurred on the City's behalf by RSA and/or our Consultants. These expenses include, but are not limited to: reproduction of preliminary and final documents submitted to the City for review, mounting and laminating of presentation boards, mileage and travel expenses to the City or jobsite, overnight courier service and other miscellaneous expenses incurred by the Design Team to complete the Project. RSA has included a **lump sum amount of \$25,000** for the duration of the project for reimbursable expenses which shall be billed to the Owner in addition to Basic and Additional Services on a monthly basis per the percentage of completion of the overall Basic Services fees.

VII. PROFESSIONAL REGISTRATION

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, phone: 512.305.9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Article 249A, VTCS.

VIII. OTHER CONDITIONS

- A. This Proposal is valid for 30 days from the date at the top of the first page of this document unless included as an attachment to a fully executed purchase order and a fully executed AIA B101-2017 Owner Architect Agreement prior to that date.
- B. The Owner acknowledges that all projects such as the one being contemplated are required by law to be submitted to the Texas Department of Licensing & Regulation for handicap accessibility review. The Architect will submit plans for the proposed project to TDLR for review. The Owner acknowledges that the construction documents are not complete until TDLR has approved them and any comments they require are incorporated even though construction may have begun or even be completed before comments are received. The Architect and his Consultants shall not be held financially responsible for changes to the project required by TDLR.
- C. Deleted.
- D. The Owner acknowledges that RSA has no responsibility for construction means and methods and that these are the sole responsibility of the Contractor.

- E. The Owner acknowledges that RSA has no responsibility for construction site safety and safety procedures and that these are the sole responsibility of the Contractor.
- F. The Owner acknowledges that RSA has **no responsibility for the discovery of nor remediation of hazardous materials including, but not limited to, asbestos, PCP's, lead, etc. and that these are the responsibility of the Owner.**
- G. The Architect and its subconsultants shall collaborate with the Owner, Owner's representative and Owner's CMAR in refining the project scope to generally align with the Owner's COC (Construction Only Cost)/Construction Budget throughout the SD, DD and CD phases of the Work. Should the CMAR's GMP cost based on the 100% Construction Documents come in higher than the Owner's COC/Construction Budget by more than \$500,000, the Architect and his subconsultants shall be compensated to make the drawing and specification adjustments necessary to bring the cost down by more than that amount at a fee to be negotiated at the time of service.

IX. EXCLUSIONS

The following items are specifically excluded from the Design Team's scope of work and this proposal:

- A. Environmental engineering services such as Phase I & Phase II environmental surveys of the site.
- B. Historic artifact and/or archeological studies.
- C. Construction materials testing services (to be contracted for by the Owner).
- D. Off-site paving, utilities and drainage system design services.
- E. Commissioning services.
- F. Test and Balance services.
- G. Work associated with the location and modification of the floodplain relative to this project.

Randall Scott Architects appreciates the opportunity to submit the above Proposal and looks forward to working with the City of Alvin on this important Project!

Thank you,



Preston B. Scott, AIA, LEED AP
Principal
RANDALL SCOTT ARCHITECTS, INC.

CITY OF ALVIN, TX



**RANDALL SCOTT
ARCHITECTS**

ARCHITECTURE | INTERIORS | PLANNING

RFQ-25-02: Architectural Services for Planning & Design of a New City Hall

Statement of Qualifications | April 24, 2025





TAB 01 | Statement of Qualifications & Ability

A TEXAS FIRM SERVING TEXAS MUNICIPALITIES,

RSA is an Architecture, Interiors and Planning firm highly respected throughout the state as a premier municipal and public architecture design firm. Founded in 1987 by Randall Scott, AIA, who is still integrally involved in every project and brings unmatched expertise in municipal architecture, the firm is completing its fourth decade of creating thoughtfully designed buildings for distinguished municipal and civic clients such as the City of Alvin.

RSA designs more City Halls in Texas than any other firm. Our body of work includes more than \$4 billion in municipal and public architecture commissions. Our designs incorporate RSA's commitment to the design tenets of ***Timeless Architecture, Contextualism, Sustainability and Innovation.*** Randall Scott Architects believes a City Hall paints a "self portrait" of a municipality, encapsulating the city's history and aspirations for the future. RSA excels at crafting City Halls that align with the values, ethos and context of the cities they serve.

Randall Scott Architects is a highly respected practice because it is a 38-year-old firm with both the original founding principal Randall Scott and Preston Scott, a second generation principal of the firm. The result is a dynamic synergy between Randall's four decades of public architectural excellence and Preston's creative millennial perspective, resulting in timeless yet relevant designs.

RSA's strongest asset is an outstanding staff committed to thoughtful design, many of whom have been employees of RSA for well over a decade. Randall Scott Architects is a 20-year sponsor of Texas Municipal League (TML) and has been a consistent sponsor of the Texas City Managers' Association (TCMA) for over a decade.

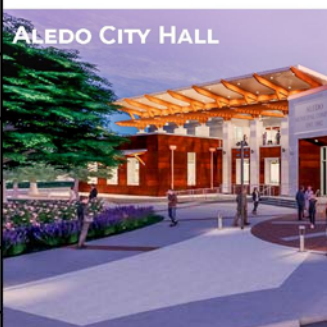
Total Employees: 20

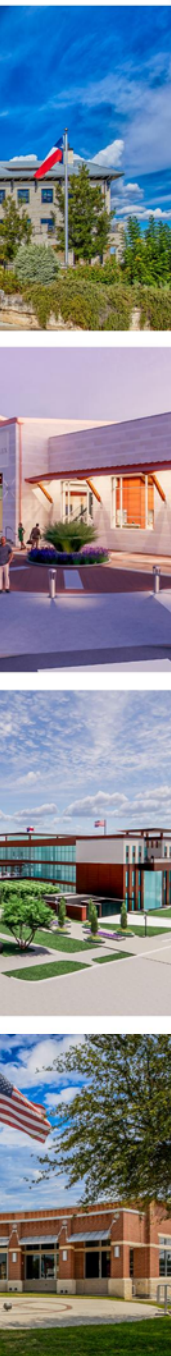
Years in Business: 38

Office Location:

4974 Preston Park Blvd., Suite 620
Plano, TX 75093

The matrix below illustrates a small selection of RSA's experience **designing city halls across Texas**. To further illustrate the expertise RSA has with City Halls, the various departments of each project are indicated. What RSA hopes this matrix conveys is the deep understanding our team has for how each department is woven into the overall organization of a city hall.

	Council Chambers	Utility Billing	Customer Care	Planning	Engineering	Fire Inspection	Human Resources	Information Technology	City Manager	
Prosper Town Hall	●	●	●	●	●		●	●	●	BOERNE CITY HALL
Boerne City Hall	●	●	●	●	●		●	●	●	
Anna City Hall	●	●	●	●			●	●	●	
Benbrook City Hall	●	●	●	●	●	●	●	●	●	
Huntsville City Hall	●	●	●	●	●		●	●	●	
Temple City Hall*	●	●	●				●	●	●	ALEDO CITY HALL
Taylor City Hall	●	●	●	●	●		●	●	●	
Granbury City Hall	●	●	●	●		●	●	●	●	
Aledo City Hall	●	●	●	●			●	●	●	
Vidor City Hall	●	●	●	●	●		●	●	●	
Commerce City Hall	●	●	●	●			●	●	●	TEMPLE CITY HALL
Fulshear City Hall*	●	●	●	●	●		●	●	●	
Tomball City Hall*	●	●	●	●	●	●	●	●	●	
Glenn Heights City Hall*	●	●	●	●			●	●	●	
College Station City Hall*	●	●	●	●	●	●	●	●	●	
Parker City Hall*	●	●	●	●			●	●	●	
Decatur City Hall*	●	●	●	●	●		●	●	●	COMMERCE CITY HALL
Canadian City Hall*	●	●	●	●			●	●	●	
Corinth City Hall*	●	●	●	●	●		●	●	●	
Northlake City Hall*	●	●	●	●			●	●	●	
Marble Falls City Hall*	●	●	●	●	●		●	●	●	



City Secretary	Communications	Permitting	Municipal Court	City Attorney	Community Training	EDC	Mayor/Council Offices	Finance Department	Internal Services	Development Services	Community Services	Main Street	Emergency Operations	Public Safety (Fire/Police)
●	●	●	●	●	●	●	●	●	●	●				
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* DENOTES CONCEPTUAL DESIGNS THAT HAVE NOT YET BEEN BUILT

PROPOSED CONSULTANTS

DFW Consulting Group | MEP Engineering

Since 1989, DFW Consulting Group, Inc (DFWCGL) has operated as a full-service Mechanical, Electrical, and Plumbing engineering consulting firm. Located in Texas, DFWCGL is a regional engineering firm with national level expertise, having completed projects in 45 States. In the last 30 years, DFWCGL has grown from two employees to over 37 and has successfully delivered more than 5,000 projects. The company's growth was built on a solid foundation, built on the tenets of "ethical in every pursuit," "find, create, and provide value," "deliver technical excellence," and "provide outstanding customer service."

DFWCGL's recent municipal work with RSA includes:

- » **City Hall** | Temple, TX
- » **City Hall** | Aledo, TX
- » **Police Evidence Facility** | Arlington, TX
- » **City Center** | Whitehouse, TX

Gessner | Structural & Civil Engineering

Gessner Engineering, LLC, has been providing engineering services since 2003. The firm has locations in Georgetown, San Antonio, Fort Worth, Brenham, and College Station, providing civil engineering, geotechnical engineering, structural engineering, land survey, and construction materials testing. Having in-house experts in these disciplines has proven to be an invaluable asset to Gessner's clients. Gessner functions as a team and trusts the expertise being shared during project collaboration. Gessner Engineering produces a wide variety of projects, both public and private. Regardless of the size or type, the firm's focus is always on the success of the project for each client.

Gessner's recent municipal work includes:

- » **City Center (with RSA)** | Whitehouse, TX
- » **City Hall** | Beeville, TX
- » **City Hall Renovation** | Galveston, TX
- » **City Hall** | La Porte, TX
- » **Police Evidence (with RSA)** | Arlington, TX
- » **Public Safety (with RSA)** | Fate, TX

Datacom Design Group | AV/IT/Security

DataCom Design Group is a leading technology consulting firm specializing in Information Technology, Audiovisual, Electronic Security, Wireless, Acoustics, and advanced technology solutions. Our team of consultants can provide a fully integrated design approach for efficient collaboration environments and long term scalable solutions. Their technology recommendations increase technical functionality, position for emerging communications, provide containment of operating costs, and recommend systems that offer greater reliability and support for high-speed technology applications.

DataCom's recent municipal work with RSA includes:

- » **City Hall** | Huntsville, TX
- » **Town Hall** | Prosper, TX
- » **City Hall** | Aledo, TX
- » **City Hall** | Boerne, TX
- » **City Hall** | Benbrook, TX

Coleman & Associates | Landscape

Coleman & Associates has been designing and implementing outstanding landscapes across Texas since 1987. The firm is committed to each project's success functionally, aesthetically, environmentally, and financially. Coleman strives to be responsive, creative in problem solving, financially aware and proactive, and dedicated to quality of product, regardless of project type, size, scope, or budget. The team, led by Aan Garrett-Coleman, is a curated group who continue to thrive, improve, and respond to the ever-changing demands of the industry and environmental challenges of our times. Coleman's staff of thirteen designers strives to find new and innovated ways to recognize the strengths and tackle the challenges that each project presents.

Coleman's recent municipal work with RSA includes:

- » **City Hall** | Huntsville, TX
- » **City Hall** | Aledo, TX
- » **City Hall** | Taylor, TX
- » **City Hall** | Benbrook, TX

TAB 02 | Experience with Similar Projects

WHO WE ARE & WHAT WE'VE DONE



TEAM ORGANIZATION

The individuals we propose are the among the top municipal designers in the State of Texas, having designed 35+ municipal projects together across the state. RSA has choreographed a team of creative architects that have a proven history together, including current and recent Houston-area projects in Huntsville, Clute, Seabrook, and Tomball.



RSA KEY CONTACTS



25+ City Halls

RANDALL SCOTT

Principal in Charge |
Lead Designer

rscott@rsarchitects.com



20+ City Halls

PRESTON SCOTT

Principal |
Co-Designer

pscott@rsarchitects.com

ADDITIONAL PERSONNEL



7+ City Halls

KATRINA

AVP | Interior Design



5+ City Halls

ERIC

Sr. Project Architect



5+ City Halls

JOHN

Sr. Project Architect



5+ City Halls

RODRIGO

Architect



ISRAEL

Project Coordinator



TAMARA

Project Coordinator



TERRELL

Project Coordinator

PROPOSED CONSULTANTS



GESSNER
ENGINEERING





RANDALL SCOTT, AIA

PRINCIPAL IN CHARGE | LEAD DESIGNER



EDUCATION

Master of Architecture
Texas A&M University

Bachelor of
Environmental Design
Texas A&M University



LICENSE

Architect: TX No. 9799
Interior Designer: TX No. 5591



YEARS OF EXPERIENCE

38 Years With Company
40 Years in Industry

As Founding Principal of RSA, Randall has designed more than 150 civic projects for 40 municipalities and public agencies over 37 years resulting in numerous national and local design awards for his work. His penchant for iconic design within the Owner's budget has resulted in numerous national and local design awards for his body of work. To Randall, each project represents a unique contextual palette to be reflective of the community in which it resides. Randall is personally involved in every project designed by RSA.

CITY OF HUNTSVILLE, TX

City Hall

CITY OF ANNA, TX

City Hall

CITY OF BOERNE, TX

City Hall

TOWN OF PROSPER, TX

Town Hall & Library

CITY OF TAYLOR, TX

City Hall & Justice Center

CITY OF TEMPLE, TX

City Hall

CITY OF GRANBURY, TX

City Hall

CITY OF BENBROOK, TX

City Hall, Police, & Senior Center

CITY OF VIDOR, TX

City Hall

CITY OF FULSHEAR, TX

City Hall Needs Assessment &
Conceptual Design

CITY OF TOMBALL, TX

City Hall & Public Safety Needs
Assessment

CITY OF ALEDO, TX

City Hall

CITY OF COMMERCE, TX

City Hall

CITY OF MARBLE FALLS, TX

City Hall Needs Assessment &
Conceptual Design

CITY OF GLENN HEIGHTS, TX

City Hall Needs Assessment &
Conceptual Design

CITY OF COLLEGE STATION, TX

Municipal Complex Needs
Assessment & Conceptual Design

CITY OF PARKER, TX

City Hall Needs Assessment &
Conceptual Design

CITY OF DECATUR, TX

City Hall Needs Assessment &
Conceptual Design; Fire Station

CITY OF HUNTSVILLE, TX

Service Center

CITY OF LUBBOCK, TX

Municipal Court



PRESTON **SCOTT, AIA, LEED AP**

PRINCIPAL | CO-DESIGNER



EDUCATION

Master of Architecture
Texas A&M University

Bachelor of Science,
Architecture, Texas A&M
University



LICENSE

Architect: TX No. 29340



YEARS OF EXPERIENCE

18 Years With Company
18 Years in Industry



AFFILIATIONS

American Institute of
Architects
Texas Society of Architects
Texas Municipal League

Preston is a second-generation Principal at RSA and has worked with Randall for over 15 years on the prestigious municipal projects listed below. Preston is a leading municipal and public architecture designer. As a millennial, Preston brings a refreshing energy and an endless supply of out-of-the-box solutions, employing classic design principles overlain with cutting-edge creative energy. RSA's clients rest easy knowing that Preston will be the firm's future leader for the next 40 years and be a technical resource for the life of their facility.

CITY OF HUNTSVILLE, TX

City Hall

CITY OF BOERNE, TX

City Hall

TOWN OF PROSPER, TX

Town Hall & Library

CITY OF TAYLOR, TX

City Hall & Justice Center

CITY OF TEMPLE, TX

City Hall

CITY OF ANNA, TX

City Hall

CITY OF GRANBURY, TX

City Hall

CITY OF BENBROOK, TX

City Hall

CITY OF VIDOR, TX

City Hall

CITY OF FULSHEAR, TX

City Hall Needs Assessment &
Conceptual Design

CITY OF TOMBALL, TX

City Hall & Public Safety Needs
Assessment

CITY OF ALEDO, TX

City Hall

CITY OF COMMERCE, TX

City Hall

CITY OF MARBLE FALLS, TX

City Hall Needs Assessment &
Conceptual Design

CITY OF GLENN HEIGHTS, TX

City Hall Needs Assessment &
Conceptual Design

CITY OF COLLEGE STATION, TX

Municipal Complex Needs
Assessment & Conceptual Design

CITY OF CLUTE, TX

Police & Public Works Needs
Assessment & Master Plan

CITY OF DECATUR, TX

City Hall Needs Assessment &
Conceptual Design; Fire Station

CITY OF HUNTSVILLE, TX

Service Center

CITY OF FATE, TX

Public Safety (Police & Fire)

CITY OF LUBBOCK, TX

Municipal Court



ERIC OPPERMAN, AIA

PROJECT ARCHITECT



EDUCATION

Master of Architecture
Texas A&M University

Bachelor of Environmental
Design, Texas A&M
University



LICENSE

Architect: TX No. 27209



YEARS OF EXPERIENCE

3 Years With Company
15 Years in Industry

Eric is a consistent and focused project manager who delivers reliable, repeatable success for his clients. His recent experience includes administration facilities for institutions, cities, and agencies. Eric has tremendous skill at leading project teams to assemble document sets for multi-million dollar projects, and has advanced knowledge of building codes. A lifelong resident of East Texas, Eric's proximity to Alvin assures that the City will receive convenient and smooth-running service throughout the life of this project.

CITY OF HUNTSVILLE, TX

City Hall & Service Center

CITY OF BENBROOK, TX

City Hall, Police, & Senior Center

CITY OF TAYLOR, TX

City Hall & Municipal Court

CITY OF WHITEHOUSE, TX

Administration Building

CITY OF CLUTE, TX

Needs Assessment & Master Plan

CITY OF ALEDO, TX

City Hall & Police

CITY OF FATE, TX

Public Safety (Police & Fire)

CITY OF ARLINGTON, TX

- » North Police Substation
- » Public Safety Training Center Master Plan

BRYAN ISD*

Middle School Classroom Wing

EAST BERNARD ISD*

- » Elementary School
- » Middle School Renovation
- » Stadium Press Box
- » High School Addition

FLATONIA ISD*

- » Elementary School Addition
- » Middle School Renovations
- » Library Addition

HALLETTSVILLE ISD*

- » Elementary School Addition
- » Middle School Addition

KENNEDY ISD*

High School Building

LEXINGTON ISD*

- » Middle School Renovation
- » School Admin & Events Center

MOULTON ISD*

- » Elementary School Addition
- » Middle School and Cafeteria Building

PRAIRIE LEA ISD*

Middle School and Cafeteria

SHINER ISD*

Junior High School

TRINITY ISD*

- » High School Addition
- » Middle School Renovations
- » Elementary School Renovations

* Denotes projects completed
prior to joining RSA



CITY HALL | HUNTSVILLE, TX



Huntsville is home to four major institutions: (1) City, (2) County Seat, (3) Sam Houston State University, and (4) Federal Prison. The city was the only one of these four institutions without a distinct visual identity. The New City Hall, fronting both Avenue M and 13th Street, infused a distinct visual DNA through its materiality and scale. A prominent landmark of the design is the three story rotunda serving as the main entry point and beacon for city government, building on historical context derived from the Sam Houston Museum.



Soon to complete construction, the design of the new Huntsville City Hall established an identity for the City that will become a hallmark of all future City of Huntsville buildings. Materiality played a pivotal role, with steel and glass symbolizing the technology corridor of the greater Houston area. Aluminum metal panels and high performance glass, complemented by brise soleil shading devices form the exterior, while natural limestone adds a civic presence on the east. The three-story structure strategically elevates visibility and the Council Chambers' faceted glass wall orients north to capitalize on scenic views of the creek and negate solar gain.

The City Hall was **designed around a century-old heritage oak tree** and includes a master plan for a future park and lake development to enhance views and create citizen amenities.

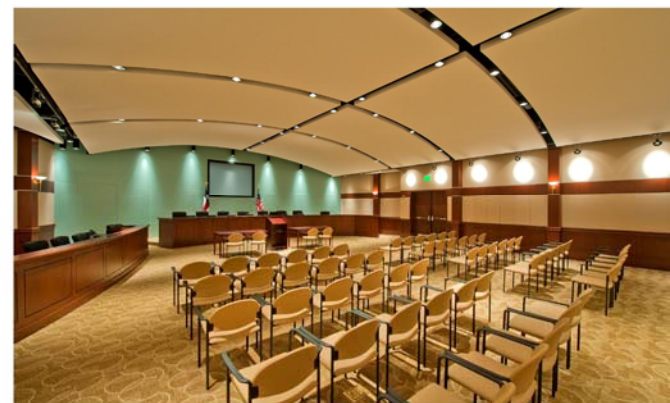
Construction Cost: \$14,237,942 | **Project Size:** 56,275 SF | **Completion:** 2025 | **Project Manager:** Eric Opperman
Contact: Rick Rudometkin, former City Manager | rickr@belleislefl.gov | 407.851.7730



CITY HALL | VIDOR, TX

The City commissioned RSA to design a new City Hall and Municipal Court facility with a joint use Council Chambers/ Municipal Court/ EOC that was “hardened” and able to withstand 145 mph hurricane strength winds. RSA’s design called for a slightly curved multi-faceted building exterior with aquamarine colored glass to reflect the coastal setting of this Municipal Administration Building. The white stucco veneer was articulated with reveals to resemble a limestone facade against which the aquamarine glass and clear anodized curtainwall stand in stark contrast.

The building has two emergency generators which were funded through a Home-Land Security Grant; one of which supports the entire building and a second redundant generator that runs the hardened EOC. An independent underground water well and propane tanks provide utilities in the event of a natural disaster. The EOC, supporting mechanical systems, power and data equipment are protected by an innovative poured in place insulated concrete forms (ICF) wall system and a poured in place concrete roof structure. RSA went to great lengths to ensure that citizens and employees would not perceive the building to be a hurricane resistant facility until a disaster strikes and the facility is converted to its Emergency Operations Center purpose.



Construction Cost: \$5,000,000 | **Project Size:** 16,355 SF | **Completion:** 2010 | **Project Manager:** Randall Scott
Contact: Client reference from the time of project is now retired.



TOWN HALL | PROSPER, TX



Designed in Neo-Georgian Colonial architectural style, the Prosper Town Hall anchors the Town's historic CBD and **serves as the connective tissue** between downtown and a large mixed-use development. The Town Hall encompasses City Administration, HR, IT, Finance, Development Services, Engineering, Utility Billing, Planning, Inspection, Municipal Court, and Library.

RSA's design **prioritized flexibility**, anticipating the town's growth and evolving needs. In the short term, the Town Hall and Library are linked in a single building with separate entrances, allowing certain staff functions to be shared. Distributed shell space and flexible furniture systems throughout allow the Town to adapt quickly to rapidly changing needs. Ultimately, the Town Hall will occupy the entire building. To accomplish this, the design anticipated construction of a future freestanding Library and backfilling the vacated space with customer service functions. Additional expansion will occur in place of the structural balconies.

The Prosper Town Hall's design quality and materiality reflects a 300-year mindset: an aspiration that the building will someday be listed on the National Register of Historic Places to honor its timeless design.

Construction Cost: \$19,550,000 | **Project Size:** 52,600 SF | **Completion:** 2018 | **Project Manager:** Randall Scott
Contact: Bryan Ausenbaugh | bryan.ausenbaugh@prosperfire.com | 972.346.9469



CITY HALL | BOERNE, TX

The Boerne City Hall stands as a testament to the rich cultural heritage of the Texas Hill Country. Rooted in the influence of German Lutheran stone masons and metal workers that first populated the town, the municipal complex seamlessly blends with the local architectural fabric. The City Hall features large format Austin limestone, arched cast stone colonnades, historical balcony railings, and galvanized standing seam metal roofs similar to those found on the City's historically significant buildings. The project began with a thorough exploration of Boerne's rich architectural identity through a 3-day immersive tour by RSA Principals and a design charrette with stakeholders. This approach ensured that the building's exterior embodied Boerne's unique DNA.

The complex houses the City's Customer Service and Administrative departments, accommodating its anticipated threefold population expansion, with a focus on **flexible construction and furnishings** to adapt to future changes. The **"One-Stop-Shop" concept** was realized through multiple public-facing service counters connected by a voluminous 2-story lobby affording immediate citizen orientation to customer service departments. The project received widespread community Historic Review Committee support, integrating seamlessly into the Hill Country Mile and the Cibolo Walking Trail.



Construction Cost: \$19,000,000 | **Project Size:** 43,560 SF | **Completion:** 2020 | **Project Manager:** Randall Scott
Contact: Ron Cisneros, former Mayor Pro-Tem | ron@roncisneros.com | 830.446.9467



CITY HALL + JUSTICE CENTER | TAYLOR, TX



The City of Taylor is building its new City Hall and Justice Center as part of a response to the unbelievable population growth that stemmed from Samsung's \$25 Billion semiconductor plant and Corporate Headquarters. Taylor has a beautiful boutique downtown with a vibrant walkable community. The City and RSA have been leveraging the macro-study of urban planning as it looks to expand the downtown district East through this new catalyst project. The City of Taylor wanted to lean into its historic roots and illustrate the beautiful masonry heritage and DNA of its downtown and original city hall which is unfortunately no longer standing.

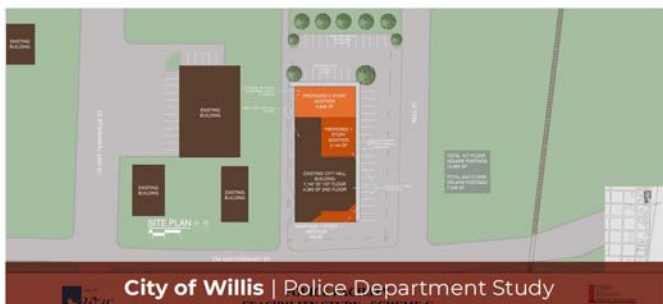
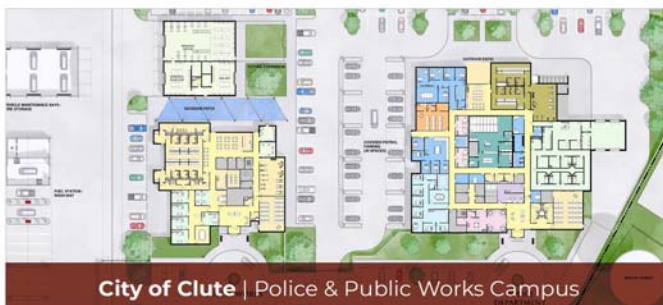


The main lobby accesses the 3-story atrium, rotunda, and Community/ Training Room, and is terminated by a 100-seat, 1½-story Council Chambers which doubles as the Municipal Courtroom. The first floor also houses space for Municipal Court Offices, Internal Services, and Customer Service. The second floor consists of Development Services, Main Street Dept. and Communications with shared large and small conference rooms. City Hall third floor contains executive offices, including City Manager, City Clerk, Human Resources and Finance.

Construction Cost: \$37.6M (est.) | **Project Size:** 56,060 SF | **Completion:** 2027 | **Project Manager:** Randall Scott
Contact: Jeffery Jenkins, Deputy City Manager | jeffrey.jenkins@taylortx.gov | 512.352.3675

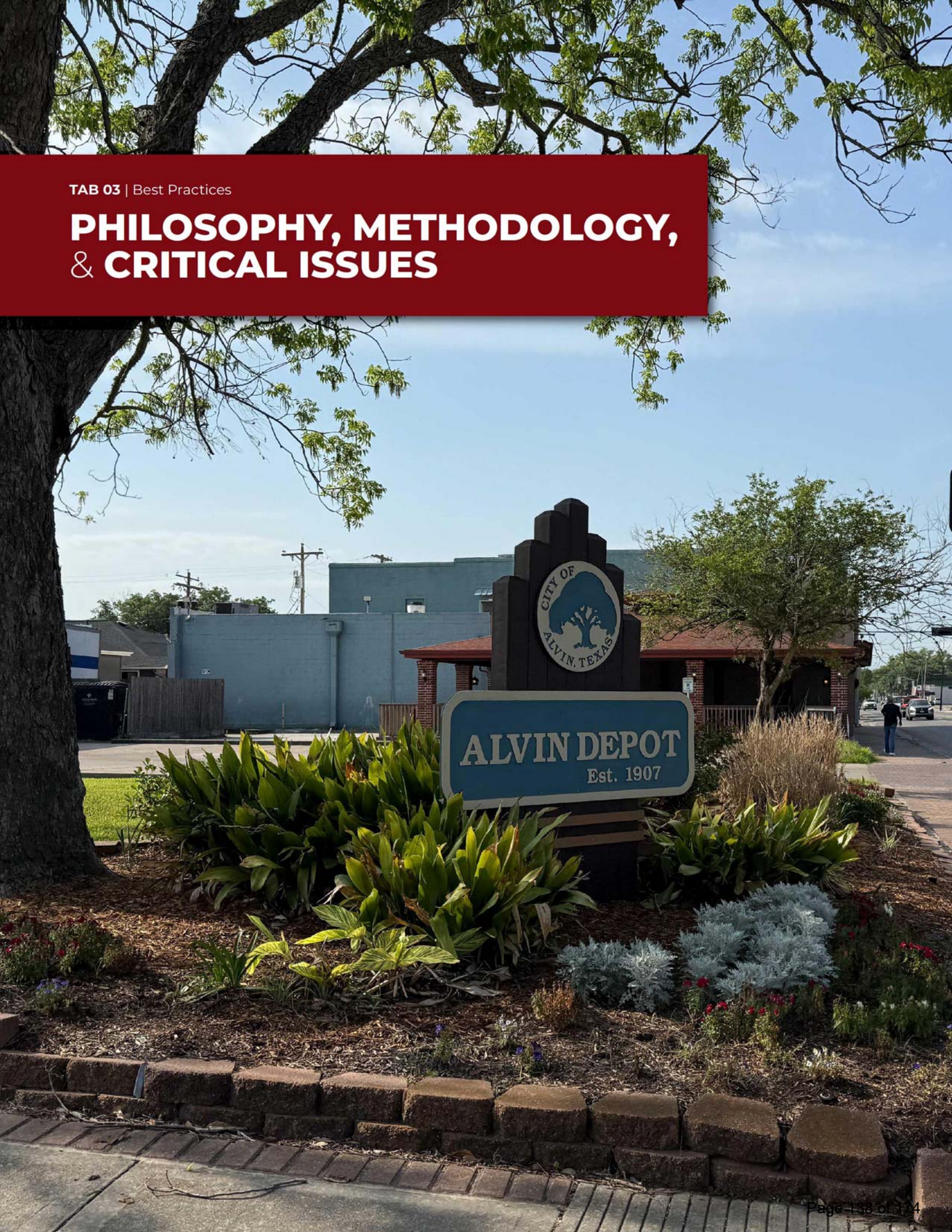
Serving Alvin's Neighbors | Regional Experience

In addition to the in-depth project profiles on the following pages, RSA is deeply rooted in serving the needs of Houston-area communities near Alvin. These include but are not limited to:



TAB 03 | Best Practices

PHILOSOPHY, METHODOLOGY, & CRITICAL ISSUES





BEST PRACTICES IN CITY HALL DESIGN

A City Hall is more than a government building—it's a **"self portrait" of the city**. In a city like Alvin, it's where neighbors come together, where decisions are made, and where the identity of the community is quietly reinforced every day. As Alvin prepares to rebuild its City Hall on the same site, there's an opportunity to design a place that feels both timeless and forward-looking—A building that reflects civic pride, local context, and Alvin's long-term vision for its residents.

One-Stop Shop Convenience

City Halls today must prioritize the citizen experience. A successful city hall offers clear and intuitive entry that leads into a **"one-stop shop"** where visitors can efficiently access essential services without confusion or redirection. Designing an intuitive experience for visitors improves wayfinding, reduces frustration, and fosters trust between local government and its citizens. These optimized layouts also **streamline workflow between departments** that regularly collaborate, improving internal efficiency.

Adaptability and Expandability

City Halls must be planned for change. **Future-proofing often starts with planned shell space (for growth)**—unfinished zones designed for easy build-out when the city needs it. Flexible furniture systems, scalable mechanical infrastructure, and demountable partitions allow the building to evolve with staffing levels, service models, and technologies. Designing for horizontal or vertical expansion—leaving the space and structural capacity to support it—is essential to ensuring long-term adaptability.

Collaborative and Multi-Generational Workspaces

Workstyles are changing. Open, hybrid, and informal work environments are now expected across generations. Today's City Halls must balance transparency with acoustic privacy, offering collaboration zones, "Zoom booths", soft-seating areas, and outdoor workspaces. These features not only improve team connectivity but also **help cities attract and retain top talent across multiple generations**—each with different expectations for how and where they work.

What Gives a Building Civic Presence?

Why is it that people can often identify a civic building apart from any other building type? Well, there are several visual cues that civic buildings serve a greater and longer lasting purpose than almost any other building type within a community. **Key features underscore civic presence**, such as raising the building accompanied by grand entry stairs. Leading up to the stairs we often find a formal procession that creates a sense of arrival. This small gesture sets the tone—it affirms that the work inside matters, and that the space is purposeful in serving its constituents.

Material choice also plays a role. Lasting, proven materials like brick and stone give a building a sense of permanence. These are the type of natural materials that age beautifully and provide a sense of heirloom heritage.



Anna City Hall | Glass-Encased Council Chambers

Another key feature that often separates city halls from other building types is the front lawn or “setback” from the street. This subtle yet powerful gesture encourages public gatherings, festivals and ceremonies while creating a sense of purpose and respect.

Transparency of Government

In a climate of increasing demand for government transparency, the architecture itself can support openness. **Glass and visibility** signal government accessibility and invite participation from its constituents. These spaces can often double as event venues, board meeting locations, or community rooms, reinforcing the message that city government is actively engaging with the people it serves.

Activation of Public Space

The building’s influence should extend beyond its walls. **Thoughtful site planning can transform adjacent outdoor areas into public assets**—plazas, event spaces, splash pads, or amphitheaters. These elements invite citizens to gather and participate in a vibrant community. When successful, the city hall becomes a destination, promulgating the downtown vibrancy and economic development.

CRITICAL ISSUES FOR THE ALVIN CITY HALL

Our team recently had the opportunity to meet the city administration, tour the existing City Hall and walk the site. In doing so, our team was able to explore a few opportunities that we see potentially planing a contextual role in the design of Alvin’s new City Hall.

Honoring Alvin’s Heritage: Beautiful Trees & the Historic Depot

Every city brings its own set of strengths to a new civic project—elements that can be drawn out and celebrated to shape something deeply authentic and enduring. **For Alvin, two of its most powerful assets are already in place: the heritage trees that grace the edges of the current City Hall site, and the historic Train Depot to the east, linked to National Oak Park.** These elements aren’t just features of the landscape—they are living reminders of Alvin’s story, and they offer an uncommon opportunity to elevate the new City Hall with meaning that is both local and lasting.



Alvin's Heritage Trees



Above: Site opportunities at Alvin include preserving heritage trees, connectivity to Depot & Park

Among the many qualities that define civic presence, some—like front lawns, material permanence, and formal procession—can be thoughtfully introduced through design. Others, like Alvin’s trees and depot, are inherited treasures. These mature oaks bring more than shade in a Texas summer. They create a feeling of safety, a sense of generational permanence, and a natural beauty that softens the built environment. Their presence encourages walkability, invites community gathering, and offers a biophilic experience that connects people to nature even in the heart of town. **Preserving these mature oaks around city hall would serve as a visual reminder that although the building is new, the city’s civic ethos and community heritage is deep rooted.** Instead of planting small trees and waiting for them to grow into character, Alvin has the chance to embrace its existing tree canopy—giving the building a natural sense of belonging and timelessness.

Equally rooted in Alvin’s identity is the historic Train Depot—a civic landmark that anchors the city’s early DNA. The depot tells the story of Alvin’s origins, its progress, and its role in the region. Today, it remains a vital link to the past and a natural link to the City Hall site. That connection is further strengthened by National Oak Park, where open space, and additional trees create a communal gathering ground.

Together, the depot and park form a civic corridor—one that reaches across time and invites a future built on continuity rather than replacement.

Designing the new City Hall offers a chance to physically and symbolically weave these assets together. A building set back from the street and nestled beneath preserved trees can embrace its surroundings and feel immediately at home. Public spaces like farmers markets, outdoor movies, and civic celebrations can spill out across the front lawn, while walkable connections to the depot and park create a unified downtown experience that is both accessible and meaningful.



By honoring its strongest civic assets and letting them shape the story of the new City Hall, Alvin has the opportunity to create something truly special; a place that feels familiar from the moment it opens, because it has been designed around what Alvin already holds dear.

TECHNICAL MANAGEMENT

Cost Control Methodology

At RSA, budget stewardship is embedded in our process—not reserved for milestones. While we routinely engage professional cost estimators, we go further by **prioritizing cost control throughout every phase of design**. This proactive, continuous costing strategy helps ensure budget adherence and eliminates surprises at the end of design.

Our process begins in the Program of Requirements, where **each space type is assigned a tailored per-square-foot value** based on our extensive experience designing City Halls for peer municipalities. These early estimates inform smart decision-making, particularly when evaluating space types that vary in cost due to technical complexity, such as MEP-heavy or acoustically sensitive areas.

To support long-term value, we typically recommend including **10% shell space**—an economical way to accommodate future growth without triggering immediate construction costs. Where applicable, we also explore structural solutions like expansion-capable balconies that allow cities to adapt their space needs over time without costly renovations.

Finally, RSA incorporates a **“90 to 105 %” budget strategy**: we design to 90% of the established budget and present “add alternates” for the remaining 15%, empowering clients with flexibility to adapt scope based on evolving priorities or market conditions.

Schedule Maintenance & Recovery

The RSA team will approach the City of Alvin’s project with a sense of urgency and quickly put in place



a project work plan that incorporates all design activities. This allows us to sequence the activities in a schedule format and in conjunction with your expectations, develop a plan that is realistic, comprehensive and ready for immediate execution. The work plan will incorporate tasks for drawings, specifications, reports, discipline coordination, reviews, and decision-making milestones. The work plan is then tied to the overall project schedule that will be established with the City’s designated Project Manager and will include submittals, construction milestones and other critical tasks. **The schedule is an active tool** used to assist the team to check deadlines and manage project opportunities and challenges.

Any changes to the key dates on the schedule will be mutually agreed upon in advance as the work progresses. Once established, maintaining the project schedule through all stages of the design and construction process will require **high levels of communication and diligence** and will remain our highest priority. The overall schedule is the best way to illustrate that our team is on schedule and working to deliver the final product within the approved time frame.

Our work plan is evaluated on a weekly basis. Micro adjustments are made within phases as necessary, always keeping in mind that the end deliverable date is upheld. Furthermore, to make sure that city staff and building committee members stay apprised of the schedule, **our team can invite the city to our dashboard** where all information and schedule is tracked. This dashboard access allows the city to keep tabs on the progress of the project from both a granular and a high level perspective.



PROPOSED METHODOLOGY & SCHEDULE

Assessment Phase

RSA's design process begins with a thorough assessment of the City's previous strategic plans, comprehensive plan and any previous planning studies. We often kick-start our process by meeting with the building committee, city staff and council representation to understand the City's overarching goals and project objectives.

Program of Requirements Questionnaires, Interviews, & Focus Group Meetings

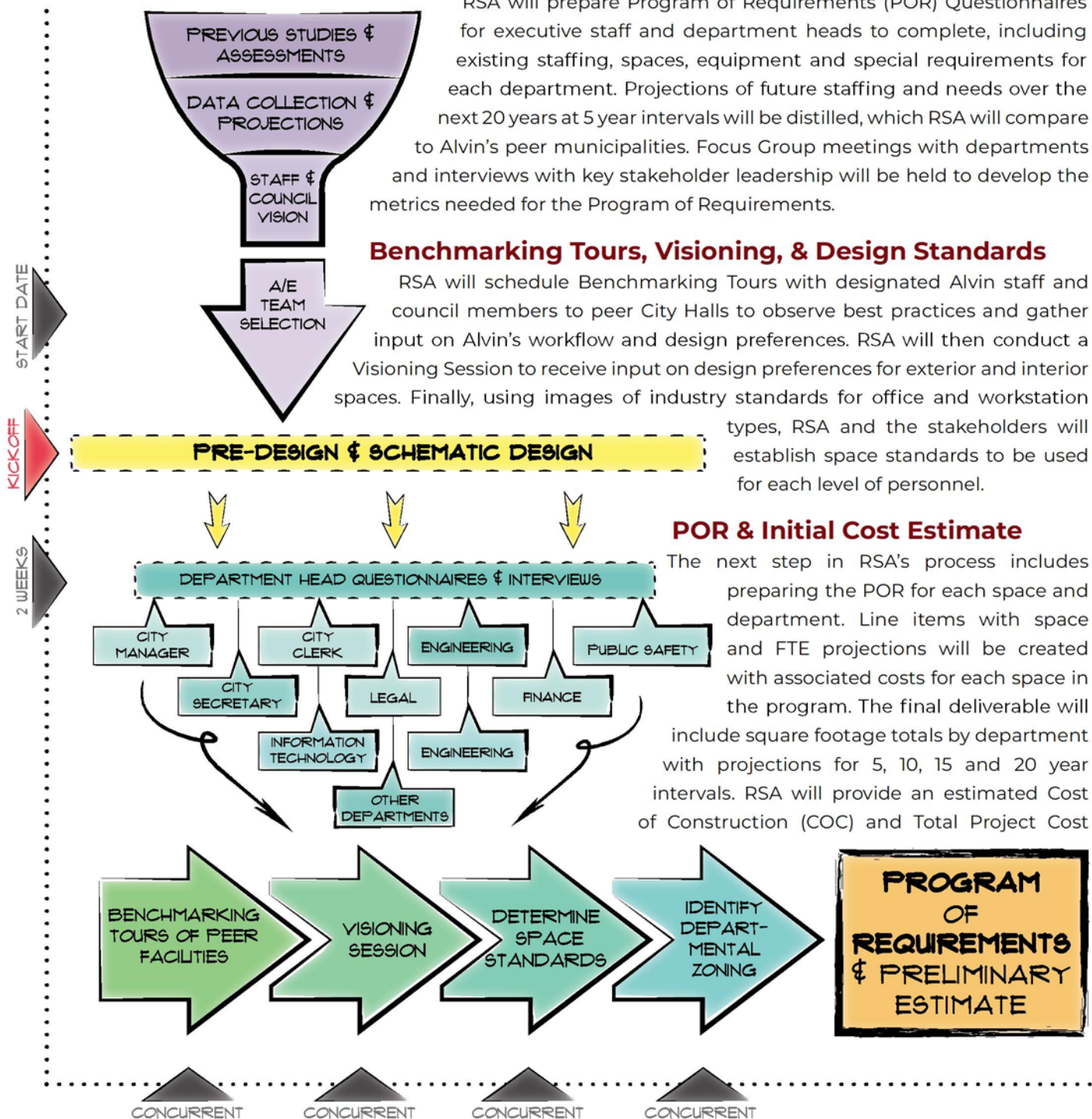
RSA will prepare Program of Requirements (POR) Questionnaires for executive staff and department heads to complete, including existing staffing, spaces, equipment and special requirements for each department. Projections of future staffing and needs over the next 20 years at 5 year intervals will be distilled, which RSA will compare to Alvin's peer municipalities. Focus Group meetings with departments and interviews with key stakeholder leadership will be held to develop the metrics needed for the Program of Requirements.

Benchmarking Tours, Visioning, & Design Standards

RSA will schedule Benchmarking Tours with designated Alvin staff and council members to peer City Halls to observe best practices and gather input on Alvin's workflow and design preferences. RSA will then conduct a Visioning Session to receive input on design preferences for exterior and interior spaces. Finally, using images of industry standards for office and workstation types, RSA and the stakeholders will establish space standards to be used for each level of personnel.

POR & Initial Cost Estimate

The next step in RSA's process includes preparing the POR for each space and department. Line items with space and FTE projections will be created with associated costs for each space in the program. The final deliverable will include square footage totals by department with projections for 5, 10, 15 and 20 year intervals. RSA will provide an estimated Cost of Construction (COC) and Total Project Cost



(TPC) with escalation costs extended for each of the 5 year intervals.

Planning Charrette

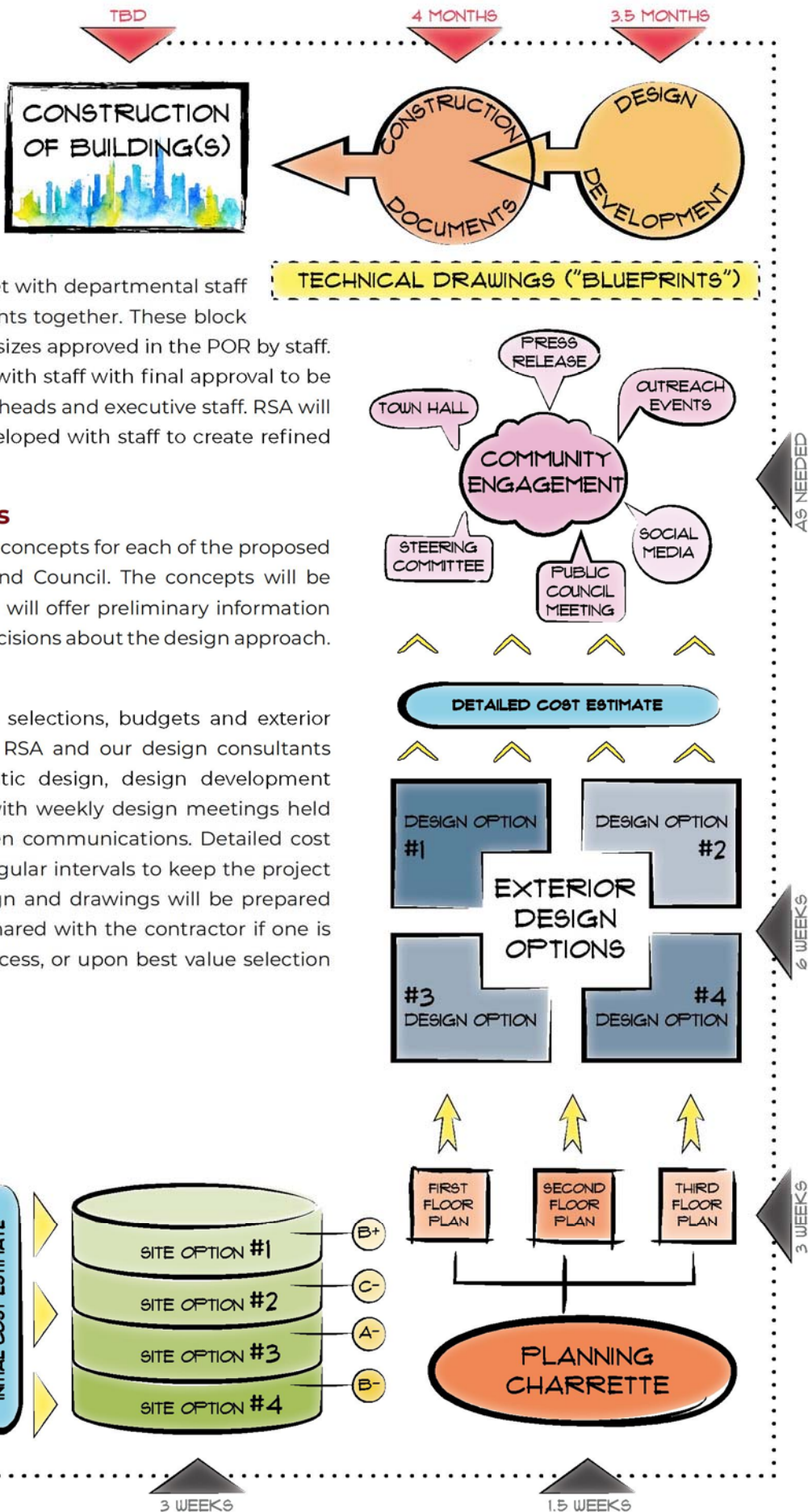
With the POR metrics and site selections in hand, RSA will meet with departmental staff to layout each of the departments together. These block floor plans will be based on the sizes approved in the POR by staff. Various options will be laid out with staff with final approval to be determined by the department heads and executive staff. RSA will use these block floor plans developed with staff to create refined floor plans for review with staff.

Exterior Design Options

RSA will develop exterior design concepts for each of the proposed projects for review with staff and Council. The concepts will be preliminary and conceptual but will offer preliminary information for the City to make informed decisions about the design approach.

Technical Drawings

With the POR, floor plans, site selections, budgets and exterior design concepts agreed upon, RSA and our design consultants will prepare the final schematic design, design development and construction documents with weekly design meetings held with the City for input and open communications. Detailed cost estimates will be provided at regular intervals to keep the project scope within budget. The design and drawings will be prepared in BIM at an LOD of 300 and shared with the contractor if one is engaged during the design process, or upon best value selection after bidding.





TAB 04 | Required Information

ACKNOWLEDGEMENT OF STATEMENTS & FORMS

Per the request in the City of Alvin's RFQ, Randall Scott Architects acknowledges that we are "prepared to complete several forms prior to award, such as professional liability insurance, convince of interest, non-collusion, Form #1295, etc."

Because our work is almost entirely for public entities in Texas, provision of these executed forms and documents is a customary part of our business.



4975 Preston Park Blvd.
Suite 620
Plano, Texas 75093

t: 972.664.9100
www.rsarchitects.com

RFQ-25-02 - Architect City Hall
Review of Proposals

FINAL SCORE RESULTS

FIRM	SCORE
Randall Scott	84.83
BRW	84.50
Ziegler Cooper	84.50
Joiner	82.50
Project Luong	81.00
BSW	80.33
Parkhill	79.83
Kirksey	77.67
Burns	69.83

City Hall Architect In-Person Interview Evaluation Score Sheet



Randall Scott

95
90
97
85
92
95

AVG SCORE 92.3

(1)

BRW

90
80
94
80
83
90

AVG SCORE

86.2

(3)

Ziegler Cooper

85
85
90
90
90
85

AVG SCORE

87.5

(2)

Joiner

80
80
93
85
80
80

AVG SCORE 83 (4)



AGENDA COMMENTARY

Meeting Date: 8/21/2025

Department: Utility Billing

Contact: Chris Thomas, Director of Finance,
Amy Sanchez, Utility Billing Manager

Agenda Item: Consider Ordinance 25-U, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an effective month of October billing cycles for the Fiscal Year 2025-26; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: The City Ordinance requires that water and sewer rates be increased, at minimum, based on the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in water and sewer rates is warranted.

In January 2023, the City held a City Council workshop in which the City's consultants presented the results of the Wastewater Master Plan and the Water & Wastewater rate study. The rate study identified the need to increase water and wastewater rates by 8.5% in FY26 to implement the projects identified in the Wastewater Master Plan. However, to mitigate spikes in water and wastewater rates, staff rescheduled some of the utility projects. As a result, for FY26, staff is proposing to increase water and wastewater rates by 6% (2.5% below the planned rate study increase). This calculates to an approximately \$6.26 monthly increase for the average residential customer, using 5,000 gallons per month. The revenue generated from the rate increase will be used to fund the continuation of the Water/Wastewater Master Plan capital improvement program, water and wastewater operations and maintenance needs, as well as the annual principal and interest payments on bonds and other bond covenant requirements.

The proposed water and wastewater rate increases for FY26 are as follows:

WATER RATES	Current Rate	6.00% rate Increase	Proposed Rate
Base 2,000 Gallons			
Residential	\$25.61	\$1.54	\$27.15
Commercial	\$26.87	\$1.61	\$28.48
Per each 1,000 (2,001- 7,000)	\$ 6.54	\$0.39	\$ 6.93
Per each 1,000 (7,001- above)	\$10.00	\$0.60	\$10.60

WASTEWATER RATES	Current	6.00% rate Increase	Proposed Rate
Base 2,000 Gallons			
Residential	\$39.70	\$2.38	\$42.08
Commercial	\$40.85	\$2.45	\$43.30
Per each 1,000 (2,001- above)	\$ 6.54	\$0.39	\$ 6.93

Staff recommends approval of Ordinance 25-U.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 211-402140 **Amount:** **1295 Form Required?** Yes ☐ No ☒
211-402160
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 8/18/2025 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 8/18/25

Supporting documents attached:

1. Ord. 25-U; Chap 28; Water Sewer Rates - Redline
2. Ord. 25-U; Chap 28; Water Sewer Rates - Final

Recommendation: Move to approve Ordinance 25-U, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an effective date on the October 2025 billing cycles for Fiscal Year 2025-2026; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒
Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 25-U

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF REVISING CERTAIN WATER AND SEWER FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE MONTH OF OCTOBER BILLING CYCLES FOR FISCAL YEAR ~~2024-2025~~ **2025-2026**; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising the water and sewer fees as follows:

“Sec. 28-2. In General.

...

WATER AND SEWER

...

(9) Water rates (monthly charges):

Inside the city limits:

For the first increment of water usage up to and including 2,000 gallons, minimum rate:

A senior citizen (sixty-five (65) years or older) discount will be offered to single-family residential customers at a rate of thirty (30) percent of the minimum base rate.

- | | |
|--|--------------------|
| a) For residential and multi-family users..... | \$25.61 |
| | \$27.15 |
| b) For commercial users..... | \$26.87 |
| | \$28.48 |

For the second increment of water usage from 2,001 - 7,000 gallons of water, per 1,000 gallons	\$6.54
	\$6.93

For the third increment of water usage from 7,001 gallons and above, per 1,000 gallons	\$10.00
	\$10.60

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same water usage.

Malfunctioning water meter that fails to register consumption - Average daily consumption as shown when meter operating properly.

Bulk Water:

Bulk water Fee.....\$30 per 1,000 gallons

Brazoria County Groundwater Conservation District user fee:

For the first increment of water usage up to and including 2,000 gallons,
minimum rate\$0.08

For the second increment of water usage, from 2,001 gallons of water,
per 1,000 gallons\$0.04

TCEQ (Texas Commission on Environmental Quality) user fee:\$0.50

(10) Wastewater rates (monthly charges):

Inside the city limits (for residents with water and sewer service):

For the first increment of water usage up to and including 2,000 gallons, minimum rate:

- a) For residential and multi-family users\$39.70
\$42.08
- b) For commercial users\$40.85
\$43.30

For the additional incremental water usage in excess of 2,000 gallons,
per 1,000 gallons\$6.54
\$6.93

Inside the city limits (for residents with city sewer service only):

Monthly Charge:

Monthly Charge\$83.79
\$88.82

Unless determined by the director of public works that the usage would greatly exceed that normally used by a standard commercial business or residence. In that case, an appropriate charge shall be determined by the director of public works on the basis of a comparable use in the city.

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same usage.

...

- (16) Beginning with the October 2015 billing cycles, and each year thereafter, the water and sewer rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (9) and (10) above, shall be automatically adjusted with the October billing cycles of each year.

*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

...

Section 2. That except as specifically amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control. That all rights and remedies which have accrued in favor of the City under Chapter 28 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 3. Severability Clause. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Effective Date. This Ordinance shall take effect beginning with the October 2024 2025 billing cycles from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED AND APPROVED on first and final reading, this 21st day of August 2025.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-U

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF REVISING CERTAIN WATER AND SEWER FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE MONTH OF OCTOBER BILLING CYCLES FOR FISCAL YEAR 2025-2026; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising the water and sewer fees as follows:

“Sec. 28-2. In General.

...

WATER AND SEWER

...

(9) Water rates (monthly charges):

Inside the city limits:

For the first increment of water usage up to and including 2,000 gallons, minimum rate:

A senior citizen (sixty-five (65) years or older) discount will be offered to single-family residential customers at a rate of thirty (30) percent of the minimum base rate.

- a) For residential and multi-family users.....\$27.15
- b) For commercial users.....\$28.48

For the second increment of water usage from 2,001 - 7,000 gallons of water, per 1,000 gallons\$6.93

For the third increment of water usage from 7,001 gallons and above, per 1,000 gallons\$10.60

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same water usage.

Malfunctioning water meter that fails to register consumption - Average daily consumption as shown when meter operating properly.

Bulk Water:

Bulk water Fee.....\$30 per 1,000 gallons

Brazoria County Groundwater Conservation District user fee:

For the first increment of water usage up to and including 2,000 gallons,
minimum rate\$0.08

For the second increment of water usage, from 2,001 gallons of water,
per 1,000 gallons\$0.04

TCEQ (Texas Commission on Environmental Quality) user fee:\$0.50

(10) Wastewater rates (monthly charges):

Inside the city limits (for residents with water and sewer service):

For the first increment of water usage up to and including 2,000 gallons, minimum rate:

a) For residential and multi-family users\$42.08

b) For commercial users\$43.30

For the additional incremental water usage in excess of 2,000 gallons,
per 1,000 gallons\$6.93

Inside the city limits (for residents with city sewer service only):

Monthly Charge:

Monthly Charge\$88.82

Unless determined by the director of public works that the usage would greatly exceed that normally used by a standard commercial business or residence. In that case, an appropriate charge shall be determined by the director of public works on the basis of a comparable use in the city.

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same usage.

...

- (16) Beginning with the October 2015 billing cycles, and each year thereafter, the water and sewer rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (9) and (10) above, shall be automatically adjusted with the October billing cycles of each year.

*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

...“

Section 2. That except as specifically amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control. That all rights and remedies which have accrued in favor of the City under Chapter 28 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 3. Severability Clause. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Effective Date. This Ordinance shall take effect beginning with the October 2025 billing cycles from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED AND APPROVED on first and final reading, this 21st day of August 2025.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 8/21/2025

Department: Utility Billing

Contact: Chris Thomas, Director of Finance,
Amy Sanchez, Utility Billing Manager

Agenda Item: Consider Ordinance 25-V, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2025 billing cycles; providing for publication; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: The City's ordinance requires that solid waste rates be increased, at minimum, based on the annual CPI-U index rate for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in solid waste rates is warranted.

As a result, staff is recommending increasing the solid waste rates by 2.0% for commercial and residential customers for FY 26 – resulting in an approximate \$0.31 monthly increase to residential solid waste bills.

The City accounts for solid waste revenues and expenses in the Sanitation Fund. Over the past few years, the City has been able to sustain a “healthy” fund balance in the Sanitation fund as a result of the CPI-U provision in the City's ordinance and other factors. In fact, Since FY21, the city has systematically reduced our Sanitation Fund Balance by over \$800,000 in an effort to mitigate the financial impact to our residential and commercial customers. As a result, the 2% proposed rate increase for FY26 is needed to reduce the gap between the cost of providing sanitation services and the charge to the customers who receive the sanitation services.

Should the City Council elect to increase the rate by 2.00%, then both residential and commercial rates will reflect an increase that will take effect in the first billing cycles in October 2025. This increase is reflected in the FY26 Proposed Budget and staff recommends approval of Ordinance 25-V using the proposed rates:

Type	FY23	FY24	FY25	Inc
Inc%				
Residential (garbage monthly charge)	\$12.40	\$12.80	\$13.06	+\$0.26
Residential (bulky trash)	\$ 1.58	\$ 1.63	\$ 1.66	+\$0.03
Residential Total	\$13.98	\$14.43	\$14.72	\$0.29
2.000%				

+2.000%

Budgeted Item: Yes X No N/A

Form Yes No **X**

Date Completed: 8/14/2025 SLH

Date Completed: CT 8/18/25

1. Ord 25-V; Chap 28 Solid Waste Collection and Disposal Fees Redline
2. Ord 25-V; Chap 28 Solid Waste Collection and Disposal Fees Final

Recommendation: Move to approve Ordinance 25-V, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for ten percent (10%) penalty for late payment; providing for an effective date of October 2025 billing cycles; providing for publication; and setting forth other provisions related thereto.

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: X

ORDINANCE 25-V

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF SETTING CERTAIN SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, COMMERCIAL AND ROLL-OFF CONTAINERS; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 2024 ~~2025~~ BILLING CYCLES; PROVIDING FOR PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas, is hereby amended by revising the Solid Waste Collection and Disposal fees as follows:

Sec. 28-2. In General.

...

SOLID WASTE COLLECTION AND DISPOSAL

- (1) Residential rates. The monthly charge for the collection, removal and disposal of garbage and trash on a once per week basis, bulky trash and brush (cut, bundled and tied) on a once per week basis and curbside recycling services shall be as follows:

Each single dwelling unit	\$12.80 \$13.06
Two-family residences, each unit.....	\$12.80 \$13.06
Apartment house with more than two (2) apartments, each unit.....	\$12.80 \$13.06
Manufactured home park, each unit	\$12.80 \$13.06

The charge for monthly curbside residential collection, removal and disposal of bulky trash up to six (6) yards shall be one dollar and sixty-three ~~three~~ **six** cents (~~\$1.63~~ **\$1.66**) per residence.

The charge for collection, removal and disposal of brush in piles (not cut, bundled or tied) from residential customers shall be the unit price of fifteen dollars and sixty-eight ~~sixty-eight~~ **ninety-nine** cents (~~\$15.68~~ **\$15.99**) per cubic yard. Collection services for such brush shall be provided only upon request.

- (2) Business or commercial rates. The monthly charge for the collection, removal and disposal of all garbage and trash from each business or commercial establishment located

within the corporate limits of the city shall be based on the frequency of collection from commercial containers furnished by the city or its designated contractor, except in those instances where commercial establishments are allowed to use plastic carts.

In cases where the city has determined that the use of plastic carts by a business or commercial establishment shall be practicable, sanitary and not detrimental to the collection of garbage and trash, then the user of such plastic carts shall pay a monthly rate for once or twice per week curbside collection.

The following schedule of monthly charges for business or commercial establishments shall apply:

90-95 gallon cart minimum per cart:	
One collection per week.....	\$ 40.41
.....	\$ 41.22
Two collections per week	\$ 59.77
.....	\$ 60.97
Two-cubic-yard containers per month:	
One collection per week.....	\$ 87.60
.....	\$ 89.35
Two collections per week	\$130.04
.....	\$132.64
Three collections per week	\$156.32
.....	\$159.45
Four collections per week	\$195.02
.....	\$198.92
Three-cubic-yard containers per month:	
One collection per week.....	\$107.48
.....	\$109.63
Two collections per week	\$167.16
.....	\$170.50
Three collections per week	\$229.87
.....	\$234.47
Four collections per week	\$288.84
.....	\$294.62
Four-cubic-yard containers per month:	
One collection per week.....	\$125.59
.....	\$128.10
Two collections per week	\$195.48
.....	\$199.39
Three collections per week	\$265.42
.....	\$270.73

Four collections per week	\$337.19
.....	\$343.93
Six-cubic-yard containers per month:	
One collection per week.....	\$157.35
.....	\$160.50
Two collections per week	\$263.42
.....	\$268.69
Three collections per week	\$337.81
.....	\$344.57
Four collections per week	\$450.53
.....	\$459.54
Five collections per week.....	\$563.07
.....	\$574.33
Six collections per week	\$675.77
.....	\$689.29
Eight-cubic-yard containers per month:	
One collection per week.....	\$190.15
.....	\$193.95
Two collections per week	\$333.85
.....	\$340.53
Three collections per week	\$457.50
.....	\$466.65
Four collections per week	\$617.67
.....	\$630.02
Five collections per week.....	\$766.28
.....	\$781.61
Six collections per week	\$922.59
.....	\$941.04
Six-cubic yard compactor container per month:	
One collection per week	\$ 293.25
	\$ 299.12
Two collections per week	\$ 586.28
	\$ 598.01
Three collections per week	\$ 879.24
	\$ 896.82
Four collections per week	\$1172.36
	\$1195.81
Five collections per week	\$1465.43
	\$1494.74
Six collections per week	\$1758.53
	\$1793.70

The charge for collection and disposal of heavy trash and brush in piles (not cut, bundled and tied) from commercial customers shall be the following unit price:

Brush piles, per cubic yard	\$12.55 \$12.80
Heavy trash, per cubic yard	\$12.55 \$12.80

Variations on the type and number of collection services referenced herein shall have the prior written approval of the city manager or designee. Additionally, special collection services not specified or provided for in this section shall have the prior written approval of the city manager or designee. In all such cases appropriate documentation shall be provided to the city manager or designee prior to obtaining the service(s). Charges for such service(s) shall be calculated with reference to the rates set forth herein or if none of the service categories is equivalent to the requested service, the charge shall be calculated with reference to the industry standard.

- (3) Rates for the collection, hauling and/or disposal of construction debris. Lumber, shingles, concrete and other materials generated by or resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property, just prior to its occupancy, will not be removed by the city or its designated contractor as part of the garbage collection services established in this chapter. The building contractor, owner, or occupant of the premises may utilize his/her own forces and equipment to dispose of such debris. However, to the extent that it is necessary to obtain the services of a third party to assist in the hauling and/or disposal of the debris, the building contractor, owner or occupant shall obtain roll-off containers from the city's designated contractor for the following rates:

City's designated contractor will handle all aspects of customer service with roll off and compactor containers for customers within the city. Customer charges will be based on haul rate, rental fees and tonnage rate, with a three-ton minimum. The contractor will submit ten percent (10%) of total charges as monthly rebate to city.

Roll-off containers:

Haul rates	\$262.27
.....	\$267.52
Delivery rates	\$131.13
.....	\$133.75
Daily rental.....	\$3.93
.....	\$4.01
Disposal/ton**	\$36.72
.....	\$37.45

Compactors:

Haul rates	\$327.84
.....	\$334.40
Disposal/ton**	\$36.72
.....	\$37.45
Daily rental.....	\$6.56
.....	\$6.69

**Disposal--Three-ton minimum.

- (4) Beginning with the October 2015 billing cycles, and each year thereafter, the solid waste rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycles of each year.

*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

....

Section 2. That except as amended herein, all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Publication. The City Secretary of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Effective Date. This ordinance shall take effect beginning with the October 2024 **2025** billing cycles, that being after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED on the first and final reading on the 21st day of August 2025.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE 25-V

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF SETTING CERTAIN SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, COMMERCIAL AND ROLL-OFF CONTAINERS; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 2025 BILLING CYCLES; PROVIDING FOR PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas, is hereby amended by revising the Solid Waste Collection and Disposal fees as follows:

Sec. 28-2. In General.

...

SOLID WASTE COLLECTION AND DISPOSAL

- (1) Residential rates. The monthly charge for the collection, removal and disposal of garbage and trash on a once per week basis, bulky trash and brush (cut, bundled and tied) on a once per week basis and curbside recycling services shall be as follows:

Each single dwelling unit	\$13.06
Two-family residences, each unit.....	\$13.06
Apartment house with more than two (2) apartments, each unit.....	\$13.06
Manufactured home park, each unit	\$13.06

The charge for monthly curbside residential collection, removal and disposal of bulky trash up to six (6) yards shall be one dollar and sixty-six cents (\$1.66) per residence.

The charge for collection, removal and disposal of brush in piles (not cut, bundled or tied) from residential customers shall be the unit price of fifteen dollars and ninety-nine cents (\$15.99) per cubic yard. Collection services for such brush shall be provided only upon request.

- (2) Business or commercial rates. The monthly charge for the collection, removal and disposal of all garbage and trash from each business or commercial establishment located within the corporate limits of the city shall be based on the frequency of collection from

commercial containers furnished by the city or its designated contractor, except in those instances where commercial establishments are allowed to use plastic carts.

In cases where the city has determined that the use of plastic carts by a business or commercial establishment shall be practicable, sanitary and not detrimental to the collection of garbage and trash, then the user of such plastic carts shall pay a monthly rate for once or twice per week curbside collection.

The following schedule of monthly charges for business or commercial establishments shall apply:

90-95 gallon cart minimum per cart:	
One collection per week.....	\$ 41.22
Two collections per week	\$ 60.97
Two-cubic-yard containers per month:	
One collection per week.....	\$ 89.35
Two collections per week	\$132.64
Three collections per week	\$159.45
Four collections per week	\$198.92
Three-cubic-yard containers per month:	
One collection per week.....	\$109.63
Two collections per week	\$170.50
Three collections per week	\$234.47
Four collections per week	\$294.62
Four-cubic-yard containers per month:	
One collection per week.....	\$128.10
Two collections per week	\$199.39
Three collections per week	\$270.73
Four collections per week	\$343.93
Six-cubic-yard containers per month:	
One collection per week.....	\$160.50
Two collections per week	\$268.69
Three collections per week	\$344.57
Four collections per week	\$459.54
Five collections per week.....	\$574.33
Six collections per week	\$689.29
Eight-cubic-yard containers per month:	
One collection per week.....	\$193.95
Two collections per week	\$340.53
Three collections per week	\$466.65
Four collections per week	\$630.02
Five collections per week.....	\$781.61
Six collections per week	\$941.04

Six-cubic yard compactor container per month:

One collection per week	\$ 299.12
Two collections per week	\$ 598.01
Three collections per week	\$ 896.82
Four collections per week	\$1195.81
Five collections per week	\$1494.74
Six collections per week	\$1793.70

The charge for collection and disposal of heavy trash and brush in piles (not cut, bundled and tied) from commercial customers shall be the following unit price:

Brush piles, per cubic yard	\$12.80
Heavy trash, per cubic yard.....	\$12.80

Variations on the type and number of collection services referenced herein shall have the prior written approval of the city manager or designee. Additionally, special collection services not specified or provided for in this section shall have the prior written approval of the city manager or designee. In all such cases appropriate documentation shall be provided to the city manager or designee prior to obtaining the service(s). Charges for such service(s) shall be calculated with reference to the rates set forth herein or if none of the service categories is equivalent to the requested service, the charge shall be calculated with reference to the industry standard.

- (3) Rates for the collection, hauling and/or disposal of construction debris. Lumber, shingles, concrete and other materials generated by or resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property, just prior to its occupancy, will not be removed by the city or its designated contractor as part of the garbage collection services established in this chapter. The building contractor, owner, or occupant of the premises may utilize his/her own forces and equipment to dispose of such debris. However, to the extent that it is necessary to obtain the services of a third party to assist in the hauling and/or disposal of the debris, the building contractor, owner or occupant shall obtain roll-off containers from the city's designated contractor for the following rates:

City's designated contractor will handle all aspects of customer service with roll off and compactor containers for customers within the city. Customer charges will be based on haul rate, rental fees and tonnage rate, with a three-ton minimum. The contractor will submit ten percent (10%) of total charges as monthly rebate to city.

Roll-off containers:

Haul rates	\$267.52
Delivery rates	\$133.75
Daily rental.....	\$4.01
Disposal/ton**	\$37.45

Compactors:

Haul rates	\$334.40
Disposal/ton**	\$37.45
Daily rental.....	\$ 6.69

**Disposal--Three-ton minimum.

- (4) Beginning with the October 2015 billing cycles, and each year thereafter, the solid waste rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycles of each year.

*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

....

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PASSED on the first and final reading on the 21st day of August 2025.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 8/21/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider an appointment to fill the unexpired term of Sussie Sutton on the Building Board of Adjustments and Appeals through December 31, 2029.

Type of Item: Action Item

Summary: On June 19, 2025, Building Board of Adjustments & Appeals member Susie Sutton passed away, creating a vacancy. Ordinance 09-X requires 5 members, so City Council must appoint a replacement to serve the unexpired term through December 31, 2029.

The City of Alvin initially advertised for a realtor to fill this vacancy. Historically, this position has been held by a realtor because earlier versions of the International Building Code (IBC)—2018 and prior—outlined more specific qualifications for service. However, with the recent adoption of the 2024 IBC, which includes broader and less-specific requirements, the pool of eligible candidates has expanded. Section [A] 113.3 of the 2024 IBC states: “The Board of Appeals shall consist of members who are qualified by experience and training on matters pertaining to the provisions of this code and who are not employees of the jurisdiction.” Given this new standard, Council may now consider applicants who are not realtors for appointment while remaining in full compliance with the newly adopted IBC. Additionally, members of this board need not be residents of Alvin, or registered voters. A detailed spreadsheet of applicant information is attached.

Current Applicants - Adam Arendell, Lizbeth Garcia, Jared Kelly, Julia Nash, and Vicky Smith.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒
Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 8/24/2025 SLH
Finance Review Required: N/A ☒ Required ☐ **Date Completed:** _____

Supporting documents attached:

1. BBOAA Applicants
2. 2024 IBC Chapter 1, Section 113

Recommendation: Move to appoint _____ to fill the unexpired term on the Building Board of Adjustments and Appeals through December 31, 2029.

Reviewed by Department Head, if applicable: _____
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: _____
Reviewed by City Manager, if applicable: ☒

BBOAA -Applicant Information				
Name	Occupation	Alvin Resident	Past/Current Boards	Notes
Aguilera, Jesus	Helper	No	None	No comments offered in application.
Arendell, Adam	General Contractor	Yes	City Council, Charter Review '24; Currently on Planning Commission	
Garcia, Lizbeth	Realtor	Yes	None	I' m passionate about helping others and bring strong organization, communication, and problem-solving skills. My experience in real estate and team coordination makes me a great fit for the role. I participate in local real estate events, homebuyer workshops, and volunteer with community and family-focused initiatives.
Kelly, Jared	Residential/Commercial Builder	Yes	None	Over 25 years' experience in Construction industry. City of Seabrook Board of Adjustment; City of Seabrook Ethics Review Commission
Nash, Julia	Realtor	Yes	None	As a realtor & resident and active community member of Alvin, I am passionate about contributing to the city' s responsible growth and development. While I do not have extensive experience with building codes or permitting processes, I am deeply interested in learning and committed to gaining the knowledge needed to serve effectively. I bring a strong work ethic, a positive relationship with our community, and a genuine desire to support fair and thoughtful decisions that benefit both residents and future development. I believe my perspective and dedication would be a valuable asset to the board.
Smith, Vicky	Real Estate Broker	Yes	None	I am a residential and commercial real estate broker. I also own a commercial building downtown Alvin, being the general contractor on a rebuild. Additionally, I have served on a multitude of boards from parks to architectural committees. My love and experience for the IECC codes have pt a unique qualification behind my name. Served on the following: Tx Assoc. of Realtors Professional Development Committee: 2023-Current; C2EX Ambassador: 2023-Current; Grassroots Political Network/TAR, Texas: 2022-2023; VP Events, Sunmeadow HOA, Texas: 2022-Current; Precinct Chair, Texas 2018; Member on architectural committee/VP1, Villa Verde HOA Teas: 2017-2018

SECTION 113—MEANS OF APPEALS



[A] 113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *building official*.

[A] 113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code.

[A] 113.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training on matters pertaining to the provisions of this code and who are not employees of the *jurisdiction*.

[A] 113.4 Administration. The *building official* shall take action without delay in accordance with the decision of the board.

SECTION 114—VIOLATIONS

[A] 114.1 Unlawful acts. It shall be unlawful for any *person*, firm or corporation to erect, construct, alter, extend, *repair*, move, remove, demolish or occupy any *building*, *structure* or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

[A] 114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the *person* responsible for the erection, construction, *alteration*, extension, *repair*, moving, removal, demolition or occupancy of a building or *structure* in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

[A] 114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the *jurisdiction* to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or *structure* in violation of the provisions of this code or of the order or direction made pursuant thereto.

[A] 114.4 Violation penalties. Any *person* who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or *repairs* a *building* or *structure* in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115—STOP WORK ORDER

[A] 115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *building official* is authorized to issue a stop work order.

[A] 115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property, the *owner's* authorized agent or the *person* performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 115.3 Emergencies. Where an emergency exists, the *building official* shall not be required to give a written notice prior to stopping the work.

[A] 115.4 Failure to comply. Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having *jurisdiction*.

SECTION 116—UNSAFE STRUCTURES AND EQUIPMENT

[A] 116.1 Unsafe conditions. *Structures* or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress facilities*, inadequate light and *ventilation*, or that constitute a fire hazard, or are otherwise *dangerous* to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe *structures* shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant *structure* that is not secured against unauthorized entry shall be deemed unsafe.

[A] 116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the *structure* and the nature of the unsafe condition.

[A] 116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the *owner* of the *structure*, or the *owner's* authorized agent, a written notice that describes the condition deemed unsafe and specifies the required *repairs* or improvements to be made to abate the unsafe condition, or that requires the unsafe *structure* to be demolished within a stipulated time. Such notice shall require the *person* thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

[A] 116.4 Method of service. Such notice shall be deemed properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered to the *owner* personally.