

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, December 18, 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 and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **DECEMBER 18, 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. Finance & Utility Billing Departmental Presentation.

4. PUBLIC COMMENT

5. PUBLIC HEARING

A. Public Hearing to receive comment on the proposed voluntary annexation of a 128.5284-acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992, to Tammaso [sic] Achille and Mary C. Achille as recorded under Clerk's File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas, and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas.

6. CONSENT AGENDA

A. Consider approval of the November 20, 2025, City Council meeting minutes.

B. Consider approval of the December 4, 2025, City Council meeting minutes.

C. Consider a Mutual Aid Agreement between the City of Alvin Police, Fire, and EMS Departments, the Brazoria County Sheriff's Office, and the Texas Department of Public Safety for coordinated response to emergency incidents at school facilities in Brazoria County; and authorize the Mayor to sign the Agreement upon legal review.

- D. Consider lease agreements with Enterprise Fleet Management for fifteen (15) lease vehicles for an amount not to exceed \$182,650.20 as included in the Fiscal Year 25-26 budget; and authorize the City Manager to sign the Lease Agreements upon legal review.
- E. Consider Ordinance 25-FF, amending Ordinance 24-Z, passed and approved September 5, 2024, the same being an ordinance approving and adopting the City of Alvin's budget for fiscal year 2024-2025 by approving a budget amendment to the original 2024-2025 fiscal year budget for the purpose of amending the year-end budget and providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A; providing for severability; and providing for other matters related thereto.
- F. Consider Resolution 25-R-32, of the City Council of the City of Alvin, Texas, authorizing appointments to the Board of Directors of Reinvestment Zone Number One for a two-year term; appointing members to fill vacancies in position numbers Two, Four, Six and Eight through December 31, 2027; and setting forth other provisions related thereto.
- G. Consider Resolution 25-R-33, authorizing appointments to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, and the Kendall Lakes TIRZ Redevelopment Authority Board for a two-year term; re-appointing member to Position Number Nine; reappointing the Chair; and appointing members to fill vacancies to Position Numbers One and Three through December 31, 2027; and setting forth other provisions related thereto.
- H. Consider the cancellation of the January 1, 2026, Regular City Council Meeting due to the New Year's Day holiday.

7. OTHER BUSINESS

- A. Consider Ordinance 25-GG of the City Council of the City of Alvin, Texas, annexing approximately 128.5284 acres of land into the corporate limits of the City; approving a Service Plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.
- B. Consider Ordinance 25-HH, approving the Plan of Development for a Planned Unit Development, on certain property consisting of a 128.5284-acre tract located in the limits of the City of Alvin, Texas, North of Highway 6, East of Harriman Road, North of Cardinal Drive; amending all ordinances or parts of ordinances in conflict herewith; providing for severability; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing for other matters related thereto.
- C. Consider award of the Construction Manager at Risk (CMAR) contract for the Alvin City Hall Project to SpawGlass Construction Corp, pursuant to Request for Proposals (RFP No. 25-04), and authorize the City Manager to execute the contract upon legal review.
- D. Discuss and consider Ordinance 25-II, amending Ordinance 25-W, passed and approved September 4, 2025, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2025-26, by approving a budget amendment to the original 2025-26 Budget, for the appropriation of expenditures for the State of Texas Opioid Abatement Trust Fund Disbursement; and providing for other matters related thereto.
- E. Consider the purchase of thirty-two (32) Automated External Defibrillators (AEDs) and sixty-five (65) Stop the Bleed Kits, to be funded through the Opioid Abatement Trust Fund disbursement from the Texas Comptroller, in an amount not to exceed \$76,452.63.
- F. 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. EXECUTIVE SESSION

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

11. RECONVENE TO OPEN SESSION

12. 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 December 15, 2025, at 5:30 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).**

Finance

&

**Utility
Billing**

Chris Thomas



WELCOME TO THE

FINANCE DEPARTMENT

WHERE

EVERYBODY

COUNTS!

Finance Department

Our mission is to develop, implement and maintain sound financial accounting policies and procedures. We strive to ensure the integrity of the City's finances by using low-risk financial planning, budgeting conservatively, recording all transactions in compliance with Generally Accepted Accounting Principles (GAAP), and protecting the City's and taxpayers' assets.

Who We Are

Finance Director – Chris Thomas

Controller – Sokheng Thou

Accountant – Darrell Hunting

Accounts Payable Technician – Ester Garay

Finance Specialist – Kaitlyn Elder

What Do We Do

- **Internal Customer Support**
- **Preparation of an Annual Budget Document**
- **Maintain Compliance with Applicable City, State, and Federal Statutes Pertaining to Finance**
- **Coordinate and Assist 3rd Party Auditors with Mid-Year and End-of-Year Auditing Procedures and Report**
- **Administer the Credit Card Purchasing Program Through Wells Fargo**

What Do We Do (cont.)

- **Maintain Capital Asset Records**
- **Coordinate with Human Resources to Handle the Payroll and Benefits Payments for City Employees**
- **Investment of City Held Funds**
- **Payment on Prior Debt Issues and Administration of New Debt when Needed for Projects**
- **Insurance for City-Wide Assets and Events**
- **Accounts Payable for Purchased Items and Services**

Some of the Numbers

- **Regular AP Checks - 1,405 for \$10,538,567**
- **EFT AP Payments - 1,422 for \$21,266,205**
- **Payroll Payments - 8,216 for \$12,125,699**
- **General Fund 2025 - \$24,282,011**
- **General Fund 2026 - \$24,442,236**
- **Utility Fund 2025 - \$16,664,576**
- **Utility Fund 2026 - \$18,271,200**

What We Accomplish



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

**City of Alvin
Texas**

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morill
Executive Director

**S&P Global
Ratings**

11511 Laria Road
Suite 600
Farmers Branch, TX 75234
tel (214) 871-1400
reference no.: 1901170

July 24, 2025

City of Alvin
P. O. Box 13231
216 W. Sealy
Alvin, TX 77511
Attention: Junru Roland, City Manager

Re: *US\$25,000,000 City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2025, dated: August 01, 2025, due: November 01, 2055*

Dear Junru Roland

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA". S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

mj
enclosures

cc: *Spook Willoughby, Director*
U.S. Capital Advisors, LLC

Utility Billing Department

Our mission is to strive to provide the highest level of customer service to past, current, and future water, sewer, and garbage account holders with the City of Alvin. We utilize advancements in technology that allow for more efficient reads, as well as alerts for usage and anomalies, combined with tried-and-true customer service techniques to achieve the desired customer service goals.

Who We Are

Utility Billing Manager – Amy Sanchez

Utility Billing Specialist – Sarah Browder

Utility Billing Clerk – Shivana Debesingh

Utility Billing Clerk – Kristen Ruiz

Meter Maintenance Technician – Daniel Gutierrez

Meter Technician – Rogelio (Troy) Mendoza

What We Do

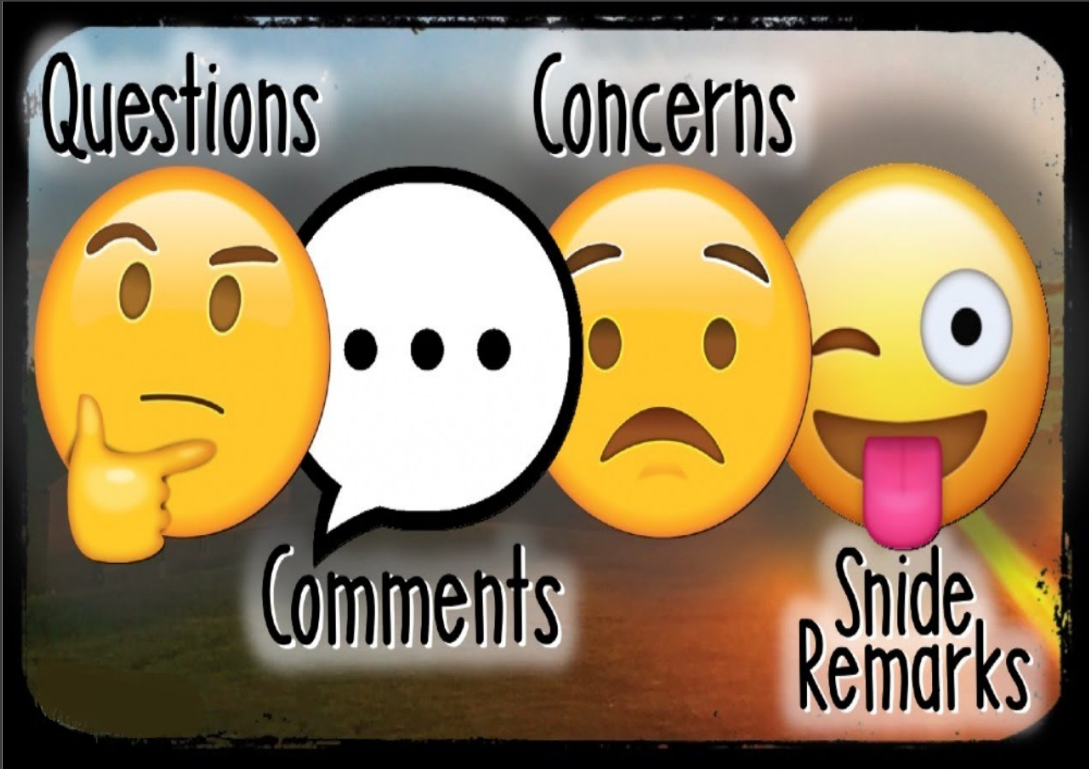
- ❖ **Meter Reads for the 9,000+ Water Accounts**
- ❖ **Maintain the Advanced Metering Infrastructure System**
- ❖ **12 Billing Cycles per Year and Customer Payments that Result from Billings**
- ❖ **Setup New Accounts for Residents Moving to Alvin**
- ❖ **Occupancy Changes for Residents Moving inside Alvin**
- ❖ **Meter Re-reads, Connections, Disconnections, and Installs**
- ❖ **Liaison for Solid Waste 3rd Party Vendor**

Some of the Numbers

- ❖ **New Customer Accounts – 609**
- ❖ **Cash/Check Payments – 33,268**
- ❖ **Online Credit/Debit Payments – 51,747**
- ❖ **In Person Credit/Debit Payments – 3,229**
- ❖ **Water Revenue FY 2025 - \$7,401,810**
- ❖ **Sewer Revenue FY 2025 - \$8,204,250**
- ❖ **Meter Re-reads - 310**

What We Accomplish

- ❖ Maintained AMI system by reprogramming 4,217 meters and changing out 557 dead meters as part of warranty replacement**
- ❖ Online Connect Service Request has been added to electronic service options**
- ❖ Continuation of Waterline Quarterly Newsletter as part of customer communication interaction**





AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Public Hearing to receive comment on the proposed voluntary annexation of a 128.5284-acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992, to Tommaso [sic] Achille and Mary C. Achille as recorded under Clerk’s File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas, and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce’s Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas.

Type of Item: Public Hearing

Summary: On or about November 14, 2025, Tommaso Achille and Mary C. Achille, the owners of approximately 128.5284 acres of certain property located within Brazoria County, Texas, petitioned the City for voluntary annexation of said property into City limits. The property is located west of SH 35 and north of the current in-city MUD 51/Beazer homes project. This property will eventually be annexed into MUD 51.

Resolution 25-R-30, adopted by City Council on December 4, 2025, set a public hearing for December 18, 2025.

A *Notice of Public Hearing* advertisement ran in the Alvin Sun on December 7th, and was also placed on the City’s [website](#).

The Ordinance approving the annexation is scheduled for the regular meeting on December 18, 2025.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____ Amount: _____	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>11/24/2025 SLH</u>
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: _____

Supporting documents attached:

1. Public Hearing Notice Annexation Achille Tract

Recommendation: N/A

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

NOTICE OF PUBLIC HEARING

The City Council of the City of Alvin, Texas will hold a public hearing to receive public comments on the proposed annexation of approximately 128.5284 acres of land located north of State Highway 6 and west of State Highway 35 in Brazoria County, Texas. The public hearing will be held on Thursday, December 18, 2025, at 7:00 p.m. at Alvin City Hall 216 W. Sealy Street.

The property description is as follows:

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tammaso [sic] Achille and Mary C. Achille as recorded under Clerk's File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas, and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas.

Dixie Roberts
City Secretary

LEGAL AD

Notice to Publish; Sunday, December 7, 2025

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, NOVEMBER 20, 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 Session at 7:00 PM in the Council Chambers 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, and Chris Vaughn.

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

Kenny Carter with Alvin First Methodist Church 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

Fire Departmental Presentation.

Kendall Hunting, Fire Department Chief, delivered the annual departmental update of the Fire Department.

Alvin Comprehensive Plan Presentation.

Paul Chavez, Economic Development Director, introduced Jackson Marvel of Baxter & Woodman. Mr. Jackson presented a summary of the Alvin Comprehensive Plan before City Council. Council member Salter expressed appreciation to Mr. Marvel and his team with Baxter & Woodman for their work on the Comprehensive Plan and specifically acknowledged their composure and professionalism in addressing public input and concerns.

PUBLIC HEARING

Public Hearing regarding the adoption of the proposed Comprehensive Plan.

The City of Alvin has prepared an updated Comprehensive Plan to guide long-range planning, development, infrastructure investment, and policy direction for the community. This document reflects multiple months of work by the Comprehensive Plan Advisory Committee, City staff, and the consulting team, and includes input gathered from residents, stakeholders, and City boards and commissions. The Plan outlines goals and strategies related to land use, transportation, housing, mobility, economic development, and community character to support Alvin's continued growth and quality of life. In accordance with all applicable legal requirements, notice of this public hearing was properly published and posted to provide the public an opportunity to comment on the proposed Comprehensive Plan prior to consideration of adoption by the City Council. This public hearing allows residents and interested parties to speak for or against the proposed document and to provide any additional input before the City Council takes action. Following the public hearing, the City Council will consider an ordinance adopting the City of Alvin Comprehensive Plan. Once adopted, the Comprehensive Plan will serve as a guiding document for future development decisions and policy initiatives.

Mayor Adame opened the public hearing at 7:30 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:31 p.m.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the November 6, 2025, City Council meeting minutes.

Consider approval of the November 13, 2025, City Council Workshop minutes.

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

OTHER BUSINESS

Consider a *Lift Station/Force Main Oversize Cost Participation Agreement* with Brazoria County Municipal Utility District 51 and Beazer Homes Texas, L.P. and authorize the Mayor to sign the agreement upon legal review.

Staff is requesting Council's consideration for approval of the Brazoria County Municipal District 51 (MUD 51) Oversizing Agreement. The agreement provides a cost-neutral funding method for a shared wastewater lift station that will serve two major planned developments: Beazer Homes (Berry Creek, 107 acres) and KB Homes (Verona Tract, 128 acres) in MUD 51. The City's staff recommendation is for Beazer Homes to construct a single, shared, oversized regional lift station, which is the most fiscally responsible option for minimizing long-term operational and maintenance costs to the City. Under the existing Utility Services Agreement (USA) with Beazer Homes, the City is obligated to cover the estimated cost of approximately \$1,172,657 to oversize the facility to accommodate the KB Homes tract. To meet the oversizing funding obligation without utilizing City funds, staff recommends waiving Beazer's impact fees for upfront payment. This plan involves two steps:

- *Immediate Funding: Waive Beazer Homes' water and sewer impact fees, equal to the oversizing cost. (estimated 127 home impact fees)*
- *Funding Recovery: Established a Utility Services Agreement (USA) with KB Homes for reimbursement to the City for the entire oversizing amount in addition to their impact fee requirements. The KB Homes Planned Unit Development (PUD) District is tentatively planned for Council's consideration in December 2025.*

This process allows a net-zero cost to the City's budget and ensures that both developers fund their respective shares of the necessary utility improvements, keeping costs fair for current water and sewer ratepayers. Staff recommends approving the proposed agreement of waiving impact fees for Beazer Homes for an equal amount of the oversizing costs and the subsequent reimbursement from KB Homes to fund the construction of the shared regional lift station in MUD 51.

Brandon Moody, Director of Public Services, presented this item before City Council with explanation. Representatives from Beazer Homes and KB Homes were also in attendance, noting that all parties involved in the project are in favor of this agreement.

Council member Garivey moved to approve a *Lift Station/Force Main Oversize Cost Participation Agreement* with Brazoria County Municipal Utility District 51 and Beazer Homes Texas, L.P. and authorize the Mayor to sign the agreement upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 25-EE of the City Council of the City of Alvin, Texas, adopting the City of Alvin Comprehensive Plan; providing for a public hearing; providing for the plan to become effective upon its passage and approval; providing a repealer clause; providing a severability clause; providing an effective date; and setting forth other provisions related thereto.

The City of Alvin has completed a comprehensive update to its long-range plan to address current needs, future growth, infrastructure conditions, and community expectations. The update process involved extensive community engagement, data analysis, on-site assessments, and departmental reviews. The planning process included:

- *2 community open houses with more than 70 total attendees*
- *6 Comprehensive Plan Advisory Committee meetings*
- *3 joint workshop round-table sessions*
- *387 responses to a citywide community survey*
- *4 neighborhood outreach meetings*

Technical work included demographic and census analysis, mapping and data assessments, utility and infrastructure analysis, roadway and transportation review, housing and development analysis, regulatory and administrative review, and public services and facilities inventory. On October 21, 2025, the City Council and Planning Commission conducted a joint public meeting and workshop to review and discuss the draft Comprehensive Plan. A formal public hearing on the proposed plan was held on November

20, 2025.

The updated Comprehensive Plan includes:

- A summary of existing conditions and community context
- Long-range goals in eight focus areas (land use, housing, transportation, utilities, public lands and facilities, parks and trails, sustainability, and historic preservation)
- Strategies and actions to support community goals
- Proposed facilities maps, figures, and growth priority areas

An implementation framework that identifies timelines, action partners, funding considerations, and procedures for annual review and amendments. The Comprehensive Plan is intended to serve as a flexible, living document that guides decision-making and supports coordinated, data-driven planning across all City departments. Adoption of Ordinance 25-EE formally establishes the Comprehensive Plan as the City's long-range planning document. The Plan will guide land use decisions, future development regulations, capital improvement planning, budgeting priorities, and community investment strategies.

Paul Chavez, Director of Economic Development, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve Ordinance 25-EE of the City Council of the City of Alvin, Texas, adopting the City of Alvin Comprehensive Plan; providing for a public hearing; providing for the plan to become effective upon its passage and approval; providing a repealer clause; providing a severability clause; providing an effective date; and setting forth other provisions related thereto. Seconded by Council member Salter; motion carried with all members present voting Aye.

Consider Resolution 25-R-28, casting votes for the Board of Directors of the Brazoria County Appraisal District.

This Resolution is to cast votes for candidates to serve on the Board of Directors of the Brazoria County Appraisal District. This board of directors is an authoritative body of individuals that govern our local appraisal district and serves as part of the local property tax system equation of checks and balances. The board of directors hires the chief appraiser, and approves the annual budget.

*The directors have no authority to set values or appraisal methods. The chief appraiser is appointed by and serves at the pleasure of the appraisal district board of directors. It is the responsibility of the chief appraiser to carry out the appraisal district's legal duties, hire staff, administer the annual appraisal process, and operate the appraisal office. Every other year, each governing body within Brazoria County is allotted a certain number of votes to cast for the nominated candidates on the ballot. The City of Alvin is allotted 32 votes. City Council may cast all 32 votes for one candidate or distribute the votes among any number of the nominated candidates. Each governing body must vote by written resolution and submitted to the Chief Appraiser before December 15, 2025. **Candidates:** Nina Harrison, Eric Hayes, Wayman Hutchings, Chelsey Lay, Marinell Music, Gail Robinson, Susan Spoor, and Michelle Wetzel.*

Current Board:

Chairperson	Tommy King	Appointed
Vice-Chairperson	Susan Spoor	Appointed
Secretary	George Sandars	Appointed
Tax Assessor-Collector	Kristin Bulanek	Tax A/C BC Tax Office
Member	Gail Robinson	Appointed
Member	Patrick O'Day	Appointed
Member	Robert York-Westbrook	Elected
Member	John Luquette	Elected
Member	Elizabeth Day	Elected

Staff reached out to the Brazoria County Appraisal District for biographies of the applicants. Included in your packet are responses received from Susan Spoor and Gail Robinson.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with

explanation.

Council member DeKeyzer moved to approve Resolution 25-R-28, casting 16 votes for Susan Spoor and casting 16 votes for Gail Robinson to serve on the Board of Directors of the Brazoria County Appraisal District Board. Seconded by Council member Moore; motion carried with all members present voting Aye.

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 to address the consumption of alcohol by employees while in uniform.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest.

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 Vaughn thanked Police Chief Lee for his fast and efficient coordination with TX DPS regarding large trucks on the Bypass.

Council member Salter reminded everyone that the Alvin Fire Department Christmas Open House will be Friday and Saturday, December 12-13, from 6:00 p.m. to 9:00 p.m. He also encouraged donations to the Alvin Blue Santa Program.

Council member Davis mentioned the upcoming SantaPaws Photos being hosted by the Alvin Animal Adoption Center.

Council member DeKeyzer remarked that the Alvin ISD YET Mentoring Program is in need of male volunteers and encouraged those interested in serving to attend their informational event, Saturday, December 6, 2025, at Keating Toyota in Manvel.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:50 p.m.

PASSED and APPROVED the 18th of December 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
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CITY COUNCIL REGULAR MEETING
THURSDAY, DECEMBER 4, 2025
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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.

INVOCATION AND PLEDGE OF ALLEGIANCE

Ray Jensen with Calvary Chapel Set for Life gave the invocation. Council member Vela led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Proclamation — Alvin Christmas Walk-a-Mile – 45th Anniversary Celebration.

Mayor Adame proclaimed December 8, 2025, as Alvin Christmas Walk-a-Mile-45th Celebration and formally issued the proclamation to members of local churches in attendance.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider an award of bid to GFL of Texas, LP, for biosolids disposal from the City of Alvin's Wastewater Treatment Plant, in an amount not to exceed \$824.50 per haul, at an estimated annual cost of \$120,000 per year for a two (2) year period, with an option to extend for an additional two (2) years with the same terms and conditions; and authorize the City Manager to sign the contract upon legal review.

Biosolids disposal is the final process of wastewater treatment and a byproduct of the wastewater treatment process. Biosolids are a component of the wastewater treatment process that includes all settleable product in wastewater treatment that is removed and dewatered during the process. The byproduct is referred to as Biosolids or cake, which, by state TCEQ and federal EPA regulations, is required to be hauled to an approved landfill. GFL of Texas, LP, meets the bid requirements and their references have been verified. The City of Alvin's Biosolids will be hauled to a TCEQ approved landfill. On November 18, 2025, bids were opened and GFL of Texas, LP, was the lowest qualified bidder. Upon Council approval, an award letter will be sent to the vendor and City departments. Staff recommends approval.

Consider an award of bid to Petroleum Traders Corporation for the purchase of fuel for City vehicles and equipment for Fiscal Year 2025-26, with the option to extend for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract upon legal review.

It is necessary for the support of ongoing City operations to contract with a commercial fuel supplier in order to assure a constant, reliable, fuel source for City vehicles, equipment, and generators. The City solicits and receives contractual services for Oil Price Information System (OPIS) average fuel rate, transport and delivery to the Public Services Facility along with the City generators at various sites, as needed.

Oil Price Information System is a company that gathers and collects data across the globe for shareholders to buy and sell energy commodities. These prices are set by collecting real-time news, accurate pricing among the market and then distributed to companies worldwide. OPIS provides wholesale terminal rack pricing from hundreds of sources, all gathered and distributed to provide the best price per gallon to buyers. In addition to providing daily, up-to-the-minute wholesale rack prices, OPIS maintains the largest and

most extensive wholesale terminal price historical database of any company in the world. Prices are available on a daily, weekly, or monthly basis by market, by company, and by product. Verification of prices is done using documents provided by either the supplier or customers. Multiple sources are required for prices received via customer channels. For a supplier's price to be added to OPIS rack coverage, their price and the consistent supply of barrels at that location must be verified with multiple customers. It must also be a wholesale terminal rack price and not a commercial or consumer end-user price; this avoids mixing classes of trade and misrepresenting true wholesale postings and averages.

The rack rate is the price of the fuel when loaded onto a truck at the distribution terminal, ready for delivery to end users. The City's fixed unit OPIS average is not a set price, but rather, the Rack Average. Petroleum Traders pulls the OPIS wholesale terminal rack pricing report for every fuel load. From all the rates the report generates -- there is a Rack High, Rack Low, and Rack Average -- the City is contracted to always pay the Rack Average, plus or minus rack pricing for that day. On October 17, 2023, bids were opened and Petroleum Traders was the lowest qualified bidder. Petroleum Traders was awarded the previous fuel bid on December 16, 2021, and has provided excellent service. They have fulfilled all requirements set forth in the current contract, all references have been checked, and they meet industry standards. Upon Council approval, an award letter will be sent to the vendor and city departments. Staff recommends approval.

Consider Resolution 25-R-29, suspending the December 19, 2025 effective date of Texas-New Mexico Power Company's (TNMP's) requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with other TNMP cities; hiring Lloyd Gosselink attorneys and consulting services to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

Texas-New Mexico Power Company (TNMP or the Company) filed an application on November 14, 2025, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$34 million. The Company asks the City to approve a 6.4% increase in residential rates and an overall increase of 5% in rates. The Company is also proposing a 6.6% decrease for street lighting customers, but significant increases for commercial customers. Monthly rates would increase by approximately \$5.20 for an average residential customer. This Resolution suspends the December 19, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other cities served by TNMP, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

*The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, TNMP's rate request is deemed approved.** Staff recommends approval.*

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

OTHER BUSINESS

Consider Resolution 25-R-30, accepting the Petition for Annexation of approximately 128.5284 acres of land located north of State Highway 6 and west of State Highway 35 in Brazoria County, Texas; setting an annexation schedule that includes a public hearing on December 18, 2025; providing for open meetings; and providing for other matters related thereto.

On or about November 14, 2025, Tommaso Achille and Mary C. Achille, the owners of approximately 128.5284 acres of certain property located within Brazoria County, Texas, petitioned the City for voluntary annexation of said property into City limits. During the Council Workshop on July 17, 2025, Romero Fernandez from KB Homes was present, along with Mr. Tommaso Achille regarding the 128-acre development north of the Berry Creek Subdivision (the Beazer homes project) and MUD 51. During the workshop, it was discussed that they would be petitioning the City for annexation of this tract, and that ultimately, this tract would be annexed into MUD 51. This is the other tract that is the subject of the Lift Station/Force Main Oversize Cost Participation Agreement with Brazoria County Municipal Utility District 51 and Beazer Homes Texas, L.P. that Council approved at the November 20, 2025 regular Council Meeting. This Resolution sets a public hearing for December 18, 2025. During the regular Council Meeting on that same day, Council will consider the Ordinance annexing the property into the City. Staff recommends approval.

Suzanne Hanneman, city Attorney, presented this item before City Council with explanation.

Council member Moore moved to approve Resolution 25-R-30, accepting the Petition for Annexation of approximately 128.5284 acres of land located north of State Highway 6 and west of State Highway 35 in Brazoria County, Texas; setting an annexation schedule that includes a public hearing on December 18,

2025; providing for open meetings; and providing for other matters related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider Resolution 25-R-31, amending the Economic Development Incentive Policy for the City of Alvin, Texas; and setting forth other matters related thereto.

Chapter 312.002(c) of the Texas Tax Code recommends the City update and/or renew its Economic Development Incentive Policy every two (2) years as it relates to economic development activity. The attached policy outlines the incentives available and gives business prospects the guidance necessary to pursue an incentive application, if desired. Updates to the Business Incentive Policy were presented to the Alvin Economic Development Advisory Committee and passed unanimously at their meeting on November 12, 2025.

Changes from the previous policy include:

- *Clarification of maximum City incentive award to be no greater than 40% of total project costs.*
- *Downtown Alvin incentivized improvements include beautification of landscaping, parking improvements, and clarification of street-facing façade improvements. Additionally, the boundary of the downtown Alvin incentive area now includes sites along Gordon Street from the railroad crossing to 1462.*
- *The definition of a limited dine-in restaurant was added to the restaurant incentive section.*
- *Clarification that an applicant cannot apply for more than one incentive consideration per site.*

Staff recommends approval.

Paul Chavez, Economic Development Director, presented this item before City Council with explanation. Mr. Chavez provided an overview of the Economic Development Advisory Committee's recommended updates, which included extending the boundaries of the Downtown qualifying area and revising staffing requirements. Council member DeKeyzer, the Council's representative on the Committee, elaborated on the rationale behind these recommendations. City Council discussed additional suggestions—including landscaping provisions for beautification, and extending the boundaries to FM1462 — to be forwarded to the Committee for further consideration.

Council member Salter moved to approve Resolution 25-R-31, adopting the amended Economic Development Incentive Policy for the City of Alvin, Texas; and setting forth other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider various appointments to boards and commissions.

*Board and Commission interviews were held on November 13, 2025, for applicants wanting to re-serve and for new board and commission applicants. Various members who currently serve on various boards, committees and commissions are set to expire on December 31, 2025. All board or commission members with expiring terms were mailed notification letters along with an Application to Reserve on a Board/Commission. Volunteer recruitment ads were published in the Alvin Sun, and notifications were pushed out via the City's social media networks and website. Appointments to the various boards/commissions are set to be made annually at the first City Council meeting held in December. Members appointed during this process will begin service in January 2026. All residency requirements have been verified. A (P) next to the applicant's name below indicates that they were present for the board and commission interview. An asteric * indicates they completed the Alvin Upfront Citizens Academy.*

PLANNING COMMISSION: *The City Charter requires the Planning Commission to consist of seven (7) members, all of whom must be residents and qualified voters of the City of Alvin. Members may serve no more than three (3) consecutive three-year terms.*

Termed Members: *Abrin Brooks, Adam Arendell, Scott Loy (P), *Jason Jones (P), Clenon Mitchell Jr., and Samuel Washington. All termed members submitted an application to continue serving except Mr. Mitchell, who tendered his resignation. All have served 1 term, except for Adam Arendell, who filled an unexpired term in 2025.*

New Applicants: **Eric Dierdorff (P), Jeremy Dwyer, Jose Flores, Brenda Garcia (P), Bryan Hinshaw, *Maria Lozano (P), *Dinah Palmer (P), *John Stone (P), Donna Wickes (P),*

Vacancies / Appointments Needed: *1 vacancy created by Mr. Mitchell's resignation. 5 termed positions requiring reappointment or replacement. Total Appointments Needed: 6.*

Action Requested: *City Council is asked to appoint 6 individuals — 5 to fill the termed positions and 1 to fill the vacancy created by Mr. Mitchell's resignation—in order to maintain the required 7-member Planning Commission.*

PARKS AND RECREATION BOARD: *City Ordinance requires the Parks Board to consist of seven (7) members, all of whom must be residents and qualified voters of the City of Alvin. Members may serve no more than three (3) consecutive two-year terms. The*

Board is currently composed of 7 members, including those who have termed.

Termed Members: Jamie Van Horne (P), Milton Morgan, Robyn Moore (P), and *Caiden Anderson. All have served 1 term. Mr. Van Horne no longer wishes to continue serving on the Parks Board. Mr. Anderson resigned due to no longer residing within the City. All other termed members submitted an application to continue serving and have served 1 term.

New Applicants: Alexis Crocker, Jeremy Dwyer, Moniqueka Edwards, Jose Flores, Brenda Garcia (P), Gloria Gonzalez (P), Michelle Graham, Bryan Hinshaw, *Rosalinda Izguerra (P), *Scarlett Klein (P), *Maria Lozano (P), *Sara Ortiz (P), Marissa Salazar (P), *John Stone (P), Donna Wickes (P), Brandi Wyatt (P), and Robert Zuniga.

Vacancies / Appointments Needed: 2 vacancies (Mr. Van Horne and Mr. Anderson). 2 termed positions requiring reappointment or replacement **Total Appointments Needed: 4.**

Action Requested: City Council is asked to appoint 4 individuals—2 to fill the termed positions and 2 to fill the vacancies created by Mr. Van Horne and Mr. Anderson—in order to maintain the required 7-member Parks Board.

SENIOR CITIZENS BOARD: City Ordinance requires the Senior Citizens Board to consist of 7 members. Members may serve no more than 3 consecutive 2-year terms. There are no minimum requirements to serve on this board. The Board is currently composed of 7 members, including those who have termed.

Termed Members: Jancy Altus (P), Michael Green (P), Thomas Hockin (P), and Deborah Williams (P). All termed members submitted an application to continue serving and have served for 1 term.

New Applicants: *Alexandra Craig, Jose Flores, Gloria Gonzalez (P), *Sara Ortiz (P), *Elva Short, Donna Wickes (P), and Brandi Wyatt (P).

Vacancies / Appointments Needed: 0 vacancies. 4 termed positions requiring reappointment or replacement. **Total Appointments Needed: 4.**

Action Requested: City Council is asked to appoint 4 individuals to fill the termed positions on the Senior Citizens Board, maintaining the required 7-member board.

LIBRARY BOARD: City Ordinance requires the Library Board to consist of at least 5 and no more than 7 members who serve 3-year terms. At least 5 members must reside within the City limits. Up to 2 members may be appointed from the Alvin area in Brazoria County, provided they have lived in that area for at least 1 year prior to appointment. There are no other requirements to serve on this board. The Board is currently composed of 5 members, including those who have termed.

Termed Members: Jason Jones — does not wish to continue serving.

New Applicants: *Alexandra Craig, Alexia Crocker, Jose Flores, Brenda Garcia (P), *Jordan Jones (P), Scarlett Klein (P), Maria Lozano (P), Donna Martin, and Jennifer Marvel (P).

Vacancies / Appointments Needed: 1 vacancy that must be filled to maintain the minimum of 5 members. Up to 2 additional appointments may be made to reach the maximum of 7 members. **Total Appointments Possible: 1–3.**

Action Requested: City Council is asked to appoint at least 1 individual to maintain the required 5-member minimum. Because this Board has historically had difficulty maintaining a quorum, City Council may want to consider appointing up to 2 additional members (for a total Board size of 6 or 7) to improve attendance and continuity.

BUILDING BOARD OF ADJUSTMENTS AND APPEALS: City Ordinance (2024 International Building Code) requires the Building Board of Adjustments and Appeals to consist of 5 members who serve 5-year terms. The Board is currently composed of 5 members, including those who have termed.

Termed Members: James Thompson and Betsy Grubbs. No reserve application was received from Ms. Grubbs. Mr. Thompson no longer wishes to continue serving.

New Applicants: *Eric Dierdorff (P), Jeremy Dwyer, Jose Flores, Brenda Garcia (P), Bryan Hinshaw, and Donna Wickes (P).

Vacancies / Appointments Needed: 2 vacancies. **Total Appointments Needed: 2.**

Action Requested: City Council is asked to appoint 2 individuals to fill the vacancies and maintain the required 5-member Building Board of Adjustments and Appeals.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE: Resolution 24-R-26 established the Economic Development Advisory Committee, consisting of 7 members represented as follows: 4 Resident/Businessperson positions; 1 City Council member; 1 Alvin-

Manvel Chamber President; 1 Alvin Community College (ACC) Board or Staff member; Members serve staggered 2-year terms. The Committee is currently composed of 7 members, including those who have termed.

Termed Members: Seth Carrasco (P) and Jamie Van Horne (P). Both have submitted applications to continue serving.

New Applicants: *Eric Dierdorff (P), Jeremy Dwyer, Jose Flores, Brenda Garcia (P), *Maria Lozano (P), *Dinah Palmer (P), and *John Stone (P).

Vacancies / Appointments Needed: 0 vacancies. 2 termed positions requiring reappointment or replacement. **Total Appointments Needed: 2.**

Action Requested: City Council is asked to appoint 2 individuals to fill the termed positions and maintain the required 7-member Economic Development Advisory Committee.

ANIMAL SHELTER ADVISORY BOARD: Resolution 00-R-23 established the Animal Shelter Advisory Board, consisting of 6 members represented as follows: 1 City Official; 1 Day-to-Day Shelter Employee; 1 Animal Welfare Organization; representative; 1 Veterinarian; 2 Citizens. The Board is currently composed of 6 members, including those who have termed.

Termed Members: Caiden Anderson and Jennifer Hendricks (P). Mr. Anderson resigned due to no longer residing within the City. Ms. Hendricks submitted an application to continue serving in the Animal Welfare Organization position.

New Applicants: Vicki Cleland, *Alexandra Craig, Nancy Ewing (P), Bridget Watson, and Brandi Wyatt (P).

Vacancies / Appointments Needed: 1 vacancy due to Mr. Anderson's resignation. 2 additional vacancies resulting from staffing changes (see note below). **Total Appointments Needed: 3.**

Action Requested: City Council is asked to appoint 1 termed member for reappointment and 3 new members to fill the vacancies, maintaining the required 6-member Animal Shelter Advisory Board. In addition, City Council is asked to formally appoint: Keith Villaloboz to the City Official position as the new Shelter Manager, and Brittany Moore, Humane Officer, to the Day-to-Day Shelter Employee position previously held by Mr. Villaloboz.

TIRZ 1 BOARD: The TIRZ 1 Ordinance establishes an 11-member board. Of these: 8 members are appointed by the City Council (Positions 1–8). This Board has not yet held its first meeting as of today's date. The Board is currently composed of 8 members, including those who have reached their term limits ("termed" members).

Termed Members: Larry Davidson, Kurt Overby, Alex Turpin, and Jamie Van Horne (P). Mr. Davidson no longer wishes to serve. No reserve application was received from Ms. Turpin. Reserve applications were submitted by Mr. Overby and Mr. Van Horne (P).

New Applicants: Jose Flores, *Jason Jones (P), Jennifer Marvel (P), *Dinah Palmer (P), and Donna Wickes (P).

Vacancies / Appointments Needed: 2 vacancies (Mr. Davidson and Ms. Turpin). **Total Appointments Needed: 2.**

Action Requested: City Council is asked to appoint 2 individuals to fill the vacancies on the TIRZ 1 Board (City-appointed Positions 1–8). These appointments will also be made by a separate resolution, scheduled for presentation at the December 18 meeting.

TIRZ 2 BOARD: The TIRZ 2 Ordinance establishes a 12-member board. Of these, 8 members are appointed by the City Council (Positions 1–8). Appointments to the TIRZ 2 Board will also be made by a separate resolution. The Board is currently composed of 9 members, including those who have termed.

Termed Members: Lindsay Vaughn, Randi Miller, and Ricky Kubeczka (P). A reserve application was received only from Mr. Kubeczka (P).

New Applicants: Jose Flores and Donna Wickes (P).

Vacancies / Appointments Needed: 2 vacancies. **Total Appointments Needed: 2.**

Action Requested: City Council is asked to appoint 2 individuals to fill the vacancies on the TIRZ 2 Board (City-appointed Positions 1–8). These appointments will also be made by a separate resolution on December 18, 2025.

City Council reviewed the list of appointments and applicants.

Council member DeKeyzer moved to appoint Abrin Brooks, Adam Arendell, Scott Loy, Jason Jones, Sam Washington and Dinah Palmer (Langston) to serve a 3-year term on the **Planning Commission**. Seconded by Council member Salter; motion carried with all members present voting Aye.

Council member Garivey moved to appoint Milton Morgan, Robyn Moore, Brandi Wyatt and John Stone to serve a 2-year term on the **Parks and Recreation Board**. Seconded by Council member DeKeyzer; motion carried with all members present voting Aye, and Council member Moore abstaining.

Council member DeKeyzer moved to appoint Jancy Altus, Thomas Hockin, Michael Green and Deborah Williams to serve a 2-year term on the **Senior Citizens Board**. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Council member DeKeyzer moved to appoint Jennifer Marvel, Donna Martin and Jordan Jones to serve a 2-year term on the **Library Board**. Seconded by Council member Moore; motion carried with all members present voting Aye.

Council member Davis moved to appoint Donna Wickes and Eric Dierdorff to serve a 5-year term on the **Building Board of Adjustments & Appeals**. Seconded by Council member Moore; motion carried with members present voting Aye.

Council member Moore moved to appoint Seth Carrasco and Jamie Van Horne to serve a 2-year term on the **Economic Development Advisory Committee**. Seconded by Council member Salter; motion carried with all members present voting Aye.

Council member Davis moved to appoint *Keith Villaloboz (staff)*, *Brittney Moore (staff)*, Jennifer Hendricks and Bridget Watson to serve a 3-year term on the **Animal Shelter Advisory Committee**. Seconded by Council member Moore; motion carried with all members present voting Aye.

Council member Moore moved to appoint Ricky Kubeczka, Donna Wickes and Jose Flores to serve a 2-year term on the **TIRZ 2 Board**. Seconded by Council member Salter; motion carried with all members present voting Aye.

Council member Moore moved to appoint Kurt Overby, Jamie Van Horne, Jason Jones and Dinah Palmer (Langston) to serve a 2-year term on the **TIRZ 1 Board**. Seconded by Council member Salter; motion carried with all members present voting Aye.

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 a workshop to discuss potential flexibility in banner and signage regulations along Bypass 35 in anticipation of the future Grand Parkway construction through Alvin.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest.

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 Moore expressed thanks to Keep Alvin Beautiful, and the Alvin High School Football players that assisted in putting up Christmas decorations at City Hall and surrounding areas.

Council member Salter reminded everyone of the Fire Department Open House on December 12–13, 2025, from 6:00 to 9:00 p.m. to enjoy cookies, a tour of the station and photos with Santa.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:41 p.m.

PASSED and APPROVED the 18th of December 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider a Mutual Aid Agreement between the City of Alvin Police, Fire, and EMS Departments, the Brazoria County Sheriff’s Office, and the Texas Department of Public Safety for coordinated response to emergency incidents at school facilities in Brazoria County; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: This item asks the City Council to approve a state-required Mutual Aid Agreement that explains how Alvin’s Police, Fire, and EMS will work together with the Texas Department of Public Safety (DPS) and the Brazoria County Sheriff’s Office during an active attack emergency at any primary or secondary school in Brazoria County. The purpose of the Agreement is to ensure all agencies understand in advance how they will communicate, share resources, and support each other during a major school safety incident.

Texas House Bill 33 requires this cooperative agreement so that local and state responders can take quick, coordinated action if a serious incident occurs. Alvin’s first responder departments are included because they are among the agencies most likely to arrive on scene and provide immediate aid. The new State law requires this Agreement be adopted before January 1, 2026. Staff recommends approval to ensure the City of Alvin remains in compliance with state requirements.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____	Amount: _____
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: 12/11/2025 SLH
	Date Completed: _____

Supporting documents attached:
1. BCSO Mutual Aid Agreement

Recommendation: Move to approve a Mutual Aid Agreement between the City of Alvin Police, Fire, and EMS Departments, the Brazoria County Sheriff’s Office, and the Texas Department of Public Safety for coordinated response to emergency incidents at school facilities in Brazoria County; and authorize the Mayor to sign 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:

MUTUAL AID AGREEMENT FOR COMPLEX EMERGENCY RESPONSE AND INVESTIGATION PLANNING

I. PARTIES

This Mutual Aid Agreement (Agreement) is between the Texas Department of Public Safety (DPS), the Brazoria County Sheriff's Office (County Sheriff's Office), and the City of Alvin, Texas (Local Governmental Entity) for Complex Emergency Response and Investigation Planning related to active attack incidents at primary and secondary school facilities in Brazoria County.

II. DEFINITIONS

For purposes of this Agreement, governmental entities that employ first responders include the following:

1. A peace officer described by Texas Code of Criminal Procedure Article 2A.001;
2. An individual included as a fire protection personnel in Texas Government Code Section 419.021; and
3. An individual included as emergency medical services personnel in Health and Safety Code Section 773.003.

III. BACKGROUND AND PURPOSE

House Bill (H.B.) 33 of the 89th Texas Regular Legislative Session, codified as Texas Government Code Section 772.013, mandates that DPS and certain local governmental entities employing first responders in each County, as identified by the County Sheriff's Office, enter into an agreement that establishes the procedures for the provision of resources, personnel, facilities, equipment, and supplies necessary to respond to active attack incidents at primary and secondary school facilities in Brazoria County in a vertically integrated manner.

This Agreement establishes the overall framework for collaboration by the parties and each party's respective duties to carry out the mandates of HB 33. The parties will separately enter into a working protocols agreement that will establish the specific procedures that the parties will follow to ensure the provision of comprehensive resources, personnel, facilities, equipment and supplies necessary for responding to and investigating active attack incidents at primary and secondary school facilities in Brazoria County.

IV. STATEMENT OF DUTIES TO BE PERFORMED

A. DPS RESPONSIBILITIES

1. Consult with the Brazoria County Sheriff's Office to determine which governmental entities employing first responders are reasonably likely to respond to an active attack incident at the primary and secondary school facilities in the County.
2. Invite any appropriate federal agencies, as determined by DPS, to participate in the multiagency tabletop exercises and in-person drills.

3. Invite any appropriate federal agencies, as determined by DPS, to enter into this Agreement as a Party.

B. BRAZORIA COUNTY SHERIFF'S OFFICE RESPONSIBILITIES

Provide input to DPS on all the local governmental entities employing first responders that are reasonably likely, in the Sheriff's opinion, to respond to an active attack incident at the primary and secondary school facilities in the County. If the County has more than one school district, Brazoria County shall identify, as needed, the different governmental entities likely to respond to the different districts in the County.

C. MUTUAL RESPONSIBILITIES

DPS, the Brazoria County Sheriff's Office and the City of Alvin understand and agree to the following:

1. To participate in a multiagency tabletop exercise at least once each odd-numbered year. The parties will collaboratively determine how often the tabletop exercise will be conducted in each odd-numbered year and the date(s) of the exercise.
2. To participate in an in-person drill at least once each even-numbered year. The parties will collaboratively determine how often the in-person drill will be conducted in each even-numbered year and the date(s) of the exercise.
3. To collaboratively establish procedures in a separate working protocols agreement for the provision of resources, personnel, facilities, equipment, and supplies in responses to critical active attack incidents at primary and secondary school facilities in Brazoria County in a vertically integrated fashion. DPS and the County will determine if more than one working protocols agreement is required if the County has more than one school district.
4. When establishing the procedures, DPS, County Sheriff's Office and the City of Alvin will:
 - a. give priority to establishing the interoperability of communications equipment among the parties to this Agreement;
 - b. establish procedures for interagency coordination in activities arising from critical active attack incidents, including evidence collection;
 - c. set jurisdictional boundaries; and
 - d. determine the capabilities, processes, and expectations among the parties to this Agreement.

V. TERM OF CONTRACT AND AMENDMENTS

This Agreement is effective on the date of the last party to sign. The parties will review the Agreement each year from the date of execution to determine if any amendments need to be made. This Agreement may only be amended by mutual written agreement of the parties.

V. NO LIABILITY; NO APPARENT AGENCY AUTHORITY

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement.

The parties agree that they shall have no liability for the actions or omissions of the other parties and are solely responsible for their own actions or omissions; however, only to the extent required by Texas law.

The parties do not have authority for or on behalf of the other parties except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.

VI. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other parties written notice and the effective date of the change.

If to DPS:
Texas Department of Public Safety
Attn: Terry Truett
Texas Highway Patrol - Major
Email: Terry.truett@dps.texas.gov
Phone: (281) 517-1212

If to County Sheriff's Office:
Brazoria County Sheriff's Office
Attn: Carter Heckethorn
Investigations – Homeland Security
Email: carterh@brazoriacountytx.gov
Phone: (979) 264-5236
Fax: (979) 848-8003

If to Local Governmental Entity:
City of Alvin Police Department
Attn: Robert E. Lee
Police Chief
Robert.Lee@alvin.gov
Phone: (281) 388-7101

The undersigned signatories have full authority to enter into this Agreement on behalf of the respective Parties.

Signature	Printed Name	Title/Agency	Date
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Signature	Printed Name	Title/Agency	Date
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Signature	Printed Name	Title/Agency	Date
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AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider lease agreements with Enterprise Fleet Management for fifteen (15) lease vehicles for an amount not to exceed \$182,650.20 as included in the Fiscal Year 25-26 budget; and authorize the City Manager to sign the Lease Agreements upon legal review.

Type of Item: Contract/Agreement

Summary: In the FY26 budget, City Council approved the leasing of the following fifteen (15) new vehicles for the Police, Parks, Fire, Code, Engineering, and Street departments. Nine (9) of the new lease vehicles will be replacing City-owned vehicles which will be sold at auction, three (3) will be replacing outgoing lease vehicles which will be returned to Enterprise Lease for sale, and three (3) new leases will be additions to the fleet for new staffing approved in the FY26 budget. The proceeds from the auctioned vehicles will go into the vehicle replacement fund, and the proceeds from the returned leases will be used to reduce the cost of new leases.

	Quote #	New Lease Vehicle	Dept.	Monthly/Annual cost	Replacing
1	9346676	2026 Chevrolet Silverado 2500	Parks	\$925.58 / \$11,106.96	2013 Ford Van*
2	9346685	2026 Chevrolet Silverado 1500	Fire	\$1,108.48 / \$13,301.76	2014 Ford Explorer*
3	9346684	2026 Chevrolet Silverado 1500	Fire	\$1,108.48 / \$13,301.76	2014 Ford Explorer*
4	9346750	2026 Chevrolet Silverado 2500	Fire	\$1,455.16 / \$17,461.92	2014 Ford F250*
5	9346782	2026 Nissan Frontier	Code	\$621.35 / \$7,456.20	2013 Ford F150*
6	9346790	2026 Chevrolet Tahoe	Police	\$1,574.26 / \$18,891.12	2020 Chevrolet Tahoe**
7	9347077	2026 Chevrolet Silverado 1500	Police	\$2,040.08 / \$24,480.96	2019 Dodge Charger**
8	9346711	2026 Chevrolet Silverado 1500	Utilities	\$700.91 / \$8,410.92	2014 Ford F150*
9	9346736	2026 Chevrolet Silverado 1500	Utilities	\$700.91 / \$8,410.92	2014 Ford F150*
10	9346909	2026 Chevrolet Silverado 3500	Streets	\$1,132.80 / \$13,593.60	2014 Ford F350*
11	9346980	2026 Chevrolet Silverado 1500	Streets	\$752.53 / \$9,030.36	New addition
12	9347018	2026 Chevrolet Silverado 1500	Utilities	\$752.53 / \$9,030.36	New addition
13	9347036	2026 Chevrolet Silverado 1500	Engineering	\$752.53 / \$9,030.36	2006 Ford F150*
14	9347059	2026 Chevrolet Silverado 1500	EMS	\$951.09 / \$11,413.08	2017 Ford Explorer**
15	9571603	2026 Nissan Frontier	Utility Billing	\$644.16 / \$7,729.92	New addition
				\$15,220.85 / \$182,650.20	*City owned vehicles
					**Outgoing lease vehicles

Staff recommends approval of the expenditure of FY26 funds not to exceed \$182,650.20 for the lease of fifteen (15) vehicles from Enterprise Fleet for various City departments.

Funding Expected: Revenue Expenditure N/A **Budgeted Item:** Yes No N/A
Funding Account: 612-8002-00-3515 **Amount:** \$182,650.20 **1295 Form Required?** Yes No
Legal Review Required: N/A Required **Date Completed:** 12/11/2025 SLH
Finance Review Required: N/A Required **Date Completed:** CT 12/15/2025

Supporting documents attached:

1. Code Compliance; Frontier
 2. PD; Tahoe
 3. Streets; Silverado
 4. Streets; Silverado
 5. Utilities; Silverado
 6. Engineering; Silverado
 7. EMS; Silverado
 8. Police replaces 2019 Charger
 9. Utility Billing; Frontier; new addition
 10. Parks; Silverado
 11. Fire; Silverado
 12. Fire; Silverado
 13. Utilities; Silverado
 14. Utilities; Silverado
 15. Fire; Silverado
-

Recommendation: Move to approve the lease agreements with Enterprise Fleet Management for fifteen (15) lease vehicles for an amount not to exceed \$182,650.20 as included in the Fiscal Year 25-26 budget; and authorize the City Manager to sign the Lease Agreements 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:

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Nissan **Model** Frontier
Series S 4x2 Crew Cab 5 ft. box 126 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 31,526.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 170.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Glacier White
Interior Color	Charcoal w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 31,696.00	Total Capitalized Amount (Delivered Price)
\$ 396.20	Depreciation Reserve @ <u>1.2500%</u>
\$ 166.32	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 562.52 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 58.83	Full Maintenance Program ³ Contract Miles <u>40,000</u>	OverMileage Charge	<u>\$ 0.0864</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00	Tax <u>0.0000%</u>	State TX
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\$ 621.35 Total Monthly Rental Including Additional Services

\$ 12,678.40	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 170.00
Other Charges Total		\$ 170.00

VEHICLE INFORMATION:

2026 Nissan Frontier S 4x2 Crew Cab 5 ft. box 126 in. WB - US

Series ID: 32116

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$32,431	\$33,550.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$34,126.00	\$35,245.00

SELECTED COLOR:

Exterior: QAK-Glacier White

Interior: G-Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_01	Glacier White	NC	NC
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs (2,727 Kgs)	STD	STD
STDRD	Radio: AM/FM/AUX/USB Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: 9-Speed Automatic w/Overdrive	STD	STD
STDTR	Tires: P265/70R16 All Season	STD	STD
STDWL	Wheels: 16" Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: fully galvanized steel body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Intelligent Cruise Control (ICC) adaptive
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window: sliding rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance

Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Sonar System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Prepared For: City of Alvin, Texas
Covington, John

Date 10/06/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Tahoe
Series Police Vehicle 4dr 4x4

Vehicle Order Type Ordered **Term** 36 **State** TX **Customer#** 536097

\$ 56,706.20	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Black
Interior Color	Jet Black w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 57,076.20	Total Capitalized Amount (Delivered Price)
\$ 1,312.75	Depreciation Reserve @ <u>2.3000%</u>
\$ 261.51	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,574.26 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>1</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0864</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Tax 0.0000% **State TX**

\$ 1,574.26 Total Monthly Rental Including Additional Services

\$ 9,817.20	Reduced Book Value at <u>36</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 26,667
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Tahoe Police Vehicle 4dr 4x4 - US

Series ID: CK10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$54,111.2	\$57,200.00
Total Options	\$0.00	\$0.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$56,706.20	\$59,795.00

SELECTED COLOR:

Exterior: GBA-Black
 Interior: H1T-Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
9C1	Identifier For Police Package Vehicle	STD	STD
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A7J	6-Way Power Front Passenger Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Seat Adjuster	Included	Included
AT9	2-Way Power Front Passenger Lumbar Seat Adjuster	Included	Included
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C6G	GVWR: 7,600 lbs (3,447 Kgs)	STD	STD
GBA_01	Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	Jet Black w/Cloth Seat Trim	NC	NC
K47	Heavy-Duty Air Filter	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
NP0	Single-Speed Elec Autotrac Active Transfer Case	Included	Included
PXT	Wheels: 20" X 9" Steel	Included	Included
RAV	Spare P275/55R20 as BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
UT7	Blunt Cut Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
XCS	Tires: 275/55R20SL as BW	Included	Included
Z56	Heavy-Duty Police-Rated Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: keyfob remote start - yes
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Navigation System: Google built-in compatibility (select service plan required, terms and limitations apply) navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
AC Power Outlet: 2 interior 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps

Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system

Electronic Stability: StabiliTrak electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 3500HD Chassis
Series Work Truck 4x2 Crew Cab 177 in. WB DRW

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 60,030.20	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	(0 P) Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 60,400.20	Total Capitalized Amount (Delivered Price)
\$ 755.00	Depreciation Reserve @ <u>1.2500%</u>
\$ 314.80	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,069.80 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 63.00 Full Maintenance Program ³ Contract Miles 40,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0864 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 63.00 Additional Services SubTotal

\$ 0.00 Tax 0.0000% **State TX**

\$ 1,132.80 Total Monthly Rental Including Additional Services

\$ 24,160.20	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter	C	\$ 0.00
Flatbed/Stake - Reading Quote KIM00207 (AME Quote: KIM00207)	C	\$ 11,169.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 11,169.00
Aftermarket Equipment Total		\$ 11,169.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 3500HD Chassis Work Truck 4x2 Crew Cab 177 in. WB DRW - US

Series ID: CC31043

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,016.2	\$49,700.00
Total Options	\$0.00	\$0.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$49,611.20	\$52,295.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
9L7	Upfitter Switch Kit (5)	NA	NA
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
CAPS	Black Mirror Caps	Included	Included
COMPAS	Compass Located in Instrument Cluster	Included	Included
D31	Manual Tilt Inside Rearview Mirror	Included	Included
DUD	High-Visibility Molded in Black Outside Mirrors	Included	Included
G9Y	GVWR: 14,000 lbs (6,350 Kgs)	STD	STD
GAZ_01	(0 P) Summit White	NC	NC
GRILLE	Front Grille Bar w/Black Mesh Inserts	Included	Included
GT4	3.73 Rear Axle Ratio	STD	STD
H2G_02	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Steering Wheel Mounted Electronic Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L V8	STD	STD
L8TBAT	Heavy-Duty 80 Amp-Hr Battery	Included	Included
MKM	Transmission: 10-Speed Automatic	STD	STD
N33	Manual Tilt-Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PYW	Wheels: 17" Painted Steel	STD	STD
QZT	Tires: LT235/80R17E AT BW	STD	STD
STDTM	Vinyl Seat Trim	STD	STD
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included
UE1	OnStar Services Capable	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
VH6	Black Front Bumper	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Body Material: galvanized steel/aluminum body material
: trailering with brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Audio Theft Deterrent: audio theft deterrent
Voice Activated Radio: voice activated radio
Speakers: 6 speakers
Internet Access: internet access
TV Tuner: turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cab clearance lights
Cargo Bed Light: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 38,748.70	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 39,118.70	Total Capitalized Amount (Delivered Price)
\$ 488.98	Depreciation Reserve @ 1.2500%
\$ 204.72	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 693.70 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 58.83	Full Maintenance Program ³ Contract Miles 40,000	OverMileage Charge	\$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State TX
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\$ 752.53 Total Monthly Rental Including Additional Services

\$ 15,647.66	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$38,632.2	\$40,200.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$39,998.70	\$41,445.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 Kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 38,748.70	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 39,118.70	Total Capitalized Amount (Delivered Price)
\$ 488.98	Depreciation Reserve @ 1.2500%
\$ 204.72	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 693.70 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 58.83	Full Maintenance Program ³ Contract Miles 40,000	OverMileage Charge	\$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State TX
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\$ 752.53 Total Monthly Rental Including Additional Services

\$ 15,647.66	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$38,632.2	\$40,200.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$39,998.70	\$41,445.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 Kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 38,748.70	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 39,118.70	Total Capitalized Amount (Delivered Price)
\$ 488.98	Depreciation Reserve @ 1.2500%
\$ 204.72	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 693.70 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 58.83	Full Maintenance Program ³ Contract Miles 40,000	OverMileage Charge	\$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State TX
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\$ 752.53 Total Monthly Rental Including Additional Services

\$ 15,647.66	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$38,632.2	\$40,200.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$39,998.70	\$41,445.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 Kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
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TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
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Forward Collision Alert: forward collision
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Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x4 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 56,920.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 7,500.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 49,790.00	Total Capitalized Amount (Delivered Price)
\$ 622.38	Depreciation Reserve @ 1.2500%
\$ 267.42	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 889.80 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 61.29 Full Maintenance Program ³ Contract Miles 40,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0864 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 61.29 Additional Services SubTotal

\$ 0.00 Tax 0.0000% State TX

\$ 951.09 Total Monthly Rental Including Additional Services

\$ 19,915.76	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Estimated AME COST	C	\$ 15,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 15,000.00
Aftermarket Equipment Total		\$ 15,000.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x4 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CK10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,803.5	\$43,500.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$43,170.00	\$44,745.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5W	GVWR: 7,000 lbs (3,175 Kg)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
NP0	Single-Speed Transfer Case	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
STDTM	Vinyl Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 36 **State** TX **Customer#** 536097

\$ 92,921.20	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 20,000.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 73,291.20	Total Capitalized Amount (Delivered Price)
\$ 1,685.70	Depreciation Reserve @ 2.3000%
\$ 354.38	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 2,040.08 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 1

OverMileage Charge \$ 0.0864 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Tax 0.0000% **State TX**

\$ 2,040.08 Total Monthly Rental Including Additional Services

\$ 12,606.00	Reduced Book Value at 36 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 26,667
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Estimated AME COST	C	\$ 40,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 40,000.00
Aftermarket Equipment Total		\$ 40,000.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$44,109.9	\$45,900.00
Total Options	\$7,216.30	\$7,930.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$53,921.20	\$56,425.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
5J1	Keyless Remote Panic Button Calibration	Included	Included
5J3	Surveillance Mode Calibration	Included	Included
5J9	SEO: Red/White Taillamp Flasher Calibration	Included	Included
5LO	SEO: Red/Red Taillamp Flasher Calibration	Included	Included
6J7	SEO: Flasher System	Included	Included
9C1	Police Pursuit Package	\$4,158.70	\$4,570.00
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 Kg)	Included	Included
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
G80	Auto-Locking Rear Differential	Included	Included
GAZ_01	Summit White	NC	NC
GU5	3.23 Rear Axle Ratio	Included	Included
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
J55	4-Wheel Disc Antilock Heavy-Duty Brakes	Included	Included
JHD	Hill Descent Control	Included	Included
K34	Electronic Cruise Control	Included	Included
K47	Heavy-Duty Air Filter	Included	Included
KC4	External Engine Oil Cooler	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Interior Power Outlet	Included	Included
KL9DEL	Delete Automatic Stop/Start	Included	Included
KNP	Auxiliary External Transmission Oil Cooler	Included	Included
L84_	Engine: 5.3L EcoTec3 V8 (Fleet)	\$1,451.45	\$1,595.00
MI2	Transmission: Electronic 10-Speed Automatic (Flt)	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
NP0	Single-Speed Transfer Case	Included	Included
NQH	2-Speed Electronic Autotrac Transfer Case	Included	Included
NZZ	Skid Plates	Included	Included
PAINT	Solid Paint	STD	STD
PCV	WT Convenience Package	\$514.15	\$565.00
PED	Chevy Safety Assist	Included	Included
PXT	Wheels: 20" X 9" Black Painted Steel (Fleet)	Included	Included
QAE	Tires: 275/60R20SL AT BW (Fleet)	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RMW	275/60R20 AT BW Spare Tire	Included	Included
RNQ	20" Steel Full Size Spare Wheel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UBI	Dual Rear USB Ports (Charge Only)	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
VZ2	Speedometer Calibration	Included	Included
Z7X	Suspension Package (Fleet)	\$1,092.00	\$1,200.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 1 interior 120V AC power outlet

Entertainment Features:

radio with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Nissan **Model** Frontier
Series S 4x2 Crew Cab 5 ft. box 126 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 31,526.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 470.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Glacier White
Interior Color	Charcoal w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 31,996.00	Total Capitalized Amount (Delivered Price)
\$ 399.95	Depreciation Reserve @ 1.2500%
\$ 167.87	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 567.82 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 76.34	Full Maintenance Program ³ Contract Miles 60,000	OverMileage Charge	\$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 76.34 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State TX
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\$ 644.16 Total Monthly Rental Including Additional Services

\$ 12,798.40	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 470.00
Other Charges Total		\$ 470.00

VEHICLE INFORMATION:

2026 Nissan Frontier S 4x2 Crew Cab 5 ft. box 126 in. WB - US

Series ID: 32116

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$32,431	\$33,550.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$34,126.00	\$35,245.00

SELECTED COLOR:

Exterior: QAK-Glacier White
 Interior: G-Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_01	Glacier White	NC	NC
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs (2,727 Kgs)	STD	STD
STDRD	Radio: AM/FM/AUX/USB Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: 9-Speed Automatic w/Overdrive	STD	STD
STDTR	Tires: P265/70R16 All Season	STD	STD
STDWL	Wheels: 16" Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: fully galvanized steel body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Intelligent Cruise Control (ICC) adaptive
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window: sliding rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance

Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Sonar System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 2500HD
Series Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 48,482.80	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 48,852.80	Total Capitalized Amount (Delivered Price)
\$ 610.66	Depreciation Reserve @ 1.2500%
\$ 255.06	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 865.72 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 59.86	Full Maintenance Program ³ Contract Miles 40,000	OverMileage Charge	\$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 59.86 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State TX
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\$ 925.58 Total Monthly Rental Including Additional Services

\$ 19,541.12	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 2500HD Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB - US

Series ID: CC20943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$46,637.8	\$49,300.00
Total Options	\$0.00	\$0.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$49,232.80	\$51,895.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	STD	STD
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTM	Push Button Start	Included	Included
CMPS	Compass	Included	Included
DUD	High-Visibility Vertical Trailering Mirrors	Included	Included
E63	Durabed Pickup Bed	Included	Included
GAZ_01	Summit White	NC	NC
GT4	3.73 Rear Axle Ratio	Included	Included
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JFH	GVWR: 10,300 lbs (4,672 Kg)	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	Included	Included
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MKM	Transmission: 10-Speed Automatic	Included	Included
N33	Manual Tilt-Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PPW	Wireless Phone Projection	Included	Included
PYN	Wheels: 17" Silver Painted Steel	Included	Included
QHQ	Tires: LT245/75R17E as BW	Included	Included
QK1	Standard Tailgate	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
STDTM	Vinyl Seat Trim	STD	STD
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included
UE1	OnStar Services Capable	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
VH6	Black Front Bumper	Included	Included
VJG	Black Rear Bumper	Included	Included
VV4	Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension Package	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 76,874.70	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 19,063.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 58,181.70	Total Capitalized Amount (Delivered Price)
\$ 727.27	Depreciation Reserve @ 1.2500%
\$ 322.38	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,049.65 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 58.83	Full Maintenance Program ³ Contract Miles 40,000	OverMileage Charge	\$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State TX
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\$ 1,108.48 Total Monthly Rental Including Additional Services

\$ 23,272.74	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Anticipated EVS 400-0001414 Quote	C	\$ 38,126.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 38,126.00
Aftermarket Equipment Total		\$ 38,126.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$38,632.2	\$40,200.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$39,998.70	\$41,445.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 Kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500

Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 76,874.70	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 19,063.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 58,181.70	Total Capitalized Amount (Delivered Price)
\$ 727.27	Depreciation Reserve @ 1.2500%
\$ 322.38	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,049.65 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 58.83 Full Maintenance Program ³ Contract Miles 40,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0864 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00 Tax 0.0000% State TX

\$ 1,108.48 Total Monthly Rental Including Additional Services

\$ 23,272.74	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Anticipated EVS 400-0001414 Quote	C	\$ 38,126.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 38,126.00
Aftermarket Equipment Total		\$ 38,126.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$38,632.2	\$40,200.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$39,998.70	\$41,445.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 Kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x2 Regular Cab 6.6 ft. box 126.5 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 35,827.40	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 36,197.40	Total Capitalized Amount (Delivered Price)
\$ 452.47	Depreciation Reserve @ 1.2500%
\$ 189.61	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 642.08 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 58.83	Full Maintenance Program ³ Contract Miles 40,000	OverMileage Charge	\$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State TX
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\$ 700.91 Total Monthly Rental Including Additional Services

\$ 14,478.84	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x2 Regular Cab 6.6 ft. box 126.5 in. WB - US

Series ID: CC10703

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,460.9	\$36,900.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$36,827.40	\$38,145.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C3J	GVWR: 6,700 lbs (3,039 Kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
U2J	SiriusXM Delete	Included	Included
U95	2-Speaker Audio System	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 2 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 1500

Series Work Truck 4x2 Regular Cab 6.6 ft. box 126.5 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 35,827.40	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 36,197.40	Total Capitalized Amount (Delivered Price)
\$ 452.47	Depreciation Reserve @ <u>1.2500%</u>
\$ 189.61	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 642.08 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment	
	Liability Limit	\$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 58.83	Full Maintenance Program ³ Contract Miles <u>40,000</u>	OverMileage Charge	<u>\$ 0.0864</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 58.83 Additional Services SubTotal

\$ 0.00	Tax <u>0.0000%</u>	State TX
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\$ 700.91 Total Monthly Rental Including Additional Services

\$ 14,478.84	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x2 Regular Cab 6.6 ft. box 126.5 in. WB - US

Series ID: CC10703

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,460.9	\$36,900.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$36,827.40	\$38,145.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C3J	GVWR: 6,700 lbs (3,039 Kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
ENGCR	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
U2J	SiriusXM Delete	Included	Included
U95	2-Speaker Audio System	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 2 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Covington, John

Date 12/12/2025
AE/AM AR9/BRG

Unit #

Year 2026 **Make** Chevrolet **Model** Silverado 2500HD
Series Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB

Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

\$ 95,699.70	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State TX
\$ 158.50 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 370.00	Other: (See Page 2)
\$ 19,063.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Client Deciding
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 77,006.70	Total Capitalized Amount (Delivered Price)
\$ 962.58	Depreciation Reserve @ 1.2500%
\$ 419.77	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,382.35 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 72.81 Full Maintenance Program ³ Contract Miles 40,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0864 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 72.81 Additional Services SubTotal

\$ 0.00 Tax 0.0000% **State TX**

\$ 1,455.16 Total Monthly Rental Including Additional Services

\$ 30,802.86	Reduced Book Value at 48 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Anticipated AME EVS quote 400-0001414	C	\$ 38,126.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 38,126.00
Aftermarket Equipment Total		\$ 38,126.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 370.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 2500HD Work Truck 4x2 Crew Cab 8 ft. box 172 in. WB - US

Series ID: CC20943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$46,637.8	\$49,300.00
Total Options	\$9,090.90	\$9,990.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$58,323.70	\$61,885.00

SELECTED COLOR:

Exterior: GAZ-Summit White
 Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	STD	STD
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BHP	Winter Grille Cover	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTM	Push Button Start	Included	Included
C7E	GVWR: 11,000 lbs (4,990 Kgs)	Included	Included
CAP	Capped Fuel Fill	Included	Included
CMPS	Compass	Included	Included
DUD	High-Visibility Vertical Trailing Mirrors	Included	Included
E63	Durabed Pickup Bed	Included	Included
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	Included	Included
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K05	Engine Block Heater	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
K40	Exhaust Brake	Included	Included
KW5	220 Amp Alternator	Included	Included
L5P	Engine: Duramax 6.6L Turbo-Diesel V8	\$9,090.90	\$9,990.00
L5PBAT	Dual 730 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MGM	Transmission: 10-Speed Automatic (MGM)	Included	Included
N33	Manual Tilt-Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD

CODE	DESCRIPTION	INVOICE	MSRP
PPW	Wireless Phone Projection	Included	Included
PYN	Wheels: 17" Silver Painted Steel	Included	Included
QHQ	Tires: LT245/75R17E as BW	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
STDTM	Vinyl Seat Trim	STD	STD
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included
UE1	OnStar Services Capable	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
VH6	Black Front Bumper	Included	Included
VJG	Black Rear Bumper	Included	Included
VV4	Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension Package	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 470-hp, 6.6-liter V-8 (diesel)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: Finance

Contact: Chris Thomas, Director of Finance

Agenda Item: Consider Ordinance 25-FF, amending Ordinance 24-Z, passed and approved September 5, 2024, the same being an ordinance approving and adopting the City of Alvin’s budget for fiscal year 2024-2025 by approving a budget amendment to the original 2024-2025 fiscal year budget for the purpose of amending the year-end budget and providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A; providing for severability; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: Each fiscal year-end, the City amends the budget to appropriate expenditures and revenues which occur during the year, as the City has more definite revenue and cost information at year-end. For accounting purposes, the proposed budget adjustments are a way to put the final FY 2024-2025 budget in line with actual (approved and/or authorized) expenditures and revenues. These adjustments include increases and decreases in budgeted revenue and appropriations in comparison to actual expenditures and revenues. Per the City auditor's recommendation, we should create a batch or closing budget amendments at fiscal year-end to capture expenditures and/or revenues from the year that require such.

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:** 12/11/2025 SLH

Finance Review Required: N/A Required **Date Completed:** CT 12/15/2025

Supporting documents attached:

1. Ord 25-FF Fiscal Year End Budget Amendment
2. EXHIBIT A - EOY Budget Adjustments FY2025

Recommendation: Move to approve Ordinance 25-FF, amending the City of Alvin FY 2024-25 Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

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-FF

AN ORDINANCE AMENDING CITY OF ALVIN ORDINANCE 24-Z, PASSED AND APPROVED SEPTEMBER 5, 2024, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2024-2025 BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2024-2025 FY BUDGET; FOR THE PURPOSE OF AMENDING THE YEAR-END BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS;

Section 1. That the City of Alvin 2024-2025 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. 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 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.

PASSED AND APPROVED on this the 18th day of December 2025.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

	Fiscal Budget Budget	Adjustments (+/-)	Amended Budget	Expense	Description	
100 - DISASTER FUND						
100-401010	GRANT PROCEEDS	\$0.00	(\$325,000.00)	(\$325,000.00)		
100-9004-00-3100	CONTRACT SERVICES	\$0.00	\$325,000.00	\$325,000.00	Increase grant revenue to cover yearly expenses	
	FUND ADJUSTMENT		\$0.00			
103 - AMERICAN RESCUE PLAN ACT FUND						
103-401010	GRANT PROCEEDS	(\$366,672.00)	(\$222,500.00)	(\$589,172.00)	Increase grant amount used from deferred amount	
103-404000	INTEREST INCOME	(\$5,000.00)	(\$72,000.00)	(\$77,000.00)	Interest income greater than anticipated	
103-1002-00-4150	MACHINERY/EQUIPMENT - CLERKS	\$0.00	\$52,500.00	\$52,500.00	Projects. Different categories used based on availability	
103-2505-00-4150	MACHINERY/EQUIPMENT - IT	\$5,000.00	\$105,000.00	\$110,000.00	Projects. Different categories used based on availability	
103-3501-00-4150	MACHINERY/EQUIPMENT - PD	\$0.00	\$165,000.00	\$165,000.00	Projects. Different categories used based on availability	
103-3503-00-4150	MACHINERY/EQUIPMENT - EMS	\$250,000.00	(\$250,000.00)	\$0.00	Ambulance expense moved	
103-3503-00-4250	MOTOR VEHICLES	\$0.00	\$300,000.00	\$300,000.00	Ambulance expense moved	
103-3505-00-4150	MACHINERY/EQUIPMENT - EOC	\$116,672.00	(\$95,000.00)	\$21,672.00	Projects. Different categories used based on availability	
103-7001-00-4150	MACHINERY/EQUIPMENT - PARKS	\$0.00	\$15,000.00	\$15,000.00	Projects. Different categories used based on availability	
103-9001-00-3100	CONTRACT SERVICES - CH	\$0.00	\$2,000.00	\$2,000.00	Projects. Different categories used based on availability	
	FUND ADJUSTMENT		\$0.00			
111 - GENERAL OPERATING FUND						
111-400025	PENALTY/INTEREST	(\$90,000.00)	(\$30,000.00)	(\$120,000.00)	Increased revenues offset increase in expenses	
111-400030	RENDITION PAYMENTS	(\$5,000.00)	(\$40,000.00)	(\$45,000.00)	Increased revenues offset increase in expenses	
111-400100	Sales Tax Revenue	(\$3,510,945.00)	(\$150,000.00)	(\$3,660,945.00)	Increased revenues offset increase in expenses	
111-401010	GRANT PROCEEDS	\$0.00	(\$50,000.00)	(\$50,000.00)	Increased revenues offset increase in expenses	
111-402030	Parks & Recreation Program	(\$125,000.00)	(\$233,750.00)	(\$358,750.00)	Increased revenues offset increase in expenses parks rec	
111-402035	LEASE INCOME - REC CENTER	(\$36,000.00)	(\$40,000.00)	(\$76,000.00)	Increased revenues offset increase in expenses parks rec	
111-402050	Sports Agreement Revenue	(\$65,000.00)	(\$30,000.00)	(\$95,000.00)	Increased revenues offset increase in expenses parks rec	
111-403000	Fines & Forfeitures	(\$500,000.00)	(\$19,500.00)	(\$519,500.00)	Court expenses previously paid from revenues changed	
111-406805	XFER FROM TIRZ #3 FUND 803	\$0.00	(\$26,000.00)	(\$26,000.00)	Transfer to GF to close fund 803	
111-1001-00-3100	CONTRACT SERVICES	\$14,000.00	(\$1,500.00)	\$12,500.00	\$8,067.89	Department expense adjustment
111-1001-00-3170	PROFESSIONAL DEVELOPMENT	\$19,850.00	\$1,500.00	\$21,350.00	\$21,152.42	Department expense adjustment
111-1002-00-1001	SALARIES	\$263,500.00	\$1,000.00	\$264,500.00	\$264,212.40	Department expense adjustment
111-1002-00-1009	TMRS EXPENSE - ER	\$49,250.00	\$50.00	\$49,300.00	\$49,253.93	Department expense adjustment
111-1002-00-3170	PROFESSIONAL DEVELOPMENT	\$5,250.00	\$1,150.00	\$6,400.00	\$6,290.52	Department expense adjustment
111-1002-00-3235	ELECTION	\$15,000.00	(\$2,200.00)	\$12,800.00	\$9,532.44	Department expense adjustment
111-1002-16-1001	SALARIES	\$72,000.00	(\$750.00)	\$71,250.00	\$48,648.68	Department expense adjustment
111-1002-16-3170	PROFESSIONAL DEVELOPMENT	\$1,000.00	\$450.00	\$1,450.00	\$1,368.64	Department expense adjustment
111-1002-16-3180	DUES/MEMBERSHIPS	\$0.00	\$300.00	\$300.00	\$235.86	Department expense adjustment
111-1003-00-1001	SALARIES	\$311,000.00	(\$18,200.00)	\$292,800.00	\$271,943.70	Department expense adjustment over \$65,000
111-1003-00-1006	LONGEVITY	\$1,350.00	\$100.00	\$1,450.00	\$1,402.30	Department expense adjustment over \$65,000
111-1003-00-1009	TMRS EXPENSE - ER	\$46,500.00	\$2,000.00	\$48,500.00	\$48,239.83	Department expense adjustment over \$65,000
111-1003-00-1011	FICA EXPENSE - ER	\$19,750.00	\$1,000.00	\$20,750.00	\$20,514.33	Department expense adjustment over \$65,000
111-1003-00-3120	LEGAL SERVICES	\$55,000.00	(\$50,000.00)	\$5,000.00	\$2,854.64	Department expense adjustment over \$65,000
111-1003-00-3210	POSTAGE/FREIGHT	\$1,250.00	\$100.00	\$1,350.00	\$1,318.61	Department expense adjustment over \$65,000
111-1004-00-1011	FICA EXPENSE - ER	\$18,000.00	\$750.00	\$18,750.00	\$18,671.31	Department expense adjustment
111-1004-00-1015	457 DEFERRED COMP	\$24,500.00	\$150.00	\$24,650.00	\$24,588.67	Department expense adjustment
111-1004-00-2100	OFFICE SUPPLIES	\$1,500.00	\$200.00	\$1,700.00	\$1,638.80	Department expense adjustment
111-1004-00-3180	DUES/MEMBERSHIPS	\$3,500.00	\$100.00	\$3,600.00	\$3,565.00	Department expense adjustment
111-1004-00-3190	COMMUNICATIONS	\$6,500.00	(\$1,200.00)	\$5,300.00	\$3,712.24	Department expense adjustment
111-1005-00-1001	SALARIES	\$116,250.00	\$50.00	\$116,300.00	\$116,260.82	Department expense adjustment
111-1005-00-1009	TMRS EXPENSE - ER	\$21,650.00	\$50.00	\$21,700.00	\$21,677.68	Department expense adjustment
111-1005-00-3100	CONTRACT SERVICES	\$0.00	\$5,500.00	\$5,500.00	\$5,392.20	Department expense adjustment
111-1005-00-3180	DUES/MEMBERSHIPS	\$8,205.00	(\$5,600.00)	\$2,605.00	\$1,760.72	Department expense adjustment
111-2501-00-1001	SALARIES	\$341,750.00	(\$100.00)	\$341,650.00	\$295,077.68	Department expense adjustment
111-2501-00-1017	EQUIPMENT ALLOWANCE	\$780.00	\$100.00	\$880.00	\$835.00	Department expense adjustment
111-2502-00-3100	CONTRACT SERVICES	\$2,000.00	\$13,000.00	\$15,000.00	\$14,084.00	Court expenses previously paid from revenues changed
111-2502-00-3210	POSTAGE/FREIGHT	\$4,000.00	\$2,500.00	\$6,500.00	\$5,980.60	Court expenses previously paid from revenues changed
111-2502-19-1011	FICA EXPENSE - ER	\$4,850.00	\$500.00	\$5,350.00	\$5,094.96	Court expenses previously paid from revenues changed
111-2502-19-1019	MUNICIPAL JUDGE RETAINER	\$63,300.00	\$3,500.00	\$66,800.00	\$66,600.00	Court expenses previously paid from revenues changed
111-2503-00-1001	SALARIES	\$225,000.00	(\$18,000.00)	\$207,000.00	\$206,162.37	Department expense adjustment
111-2503-00-1009	TMRS EXPENSE - ER	\$41,600.00	(\$3,000.00)	\$38,600.00	\$38,238.95	Department expense adjustment
111-2503-00-1011	FICA EXPENSE - ER	\$17,600.00	(\$1,500.00)	\$16,100.00	\$15,421.42	Department expense adjustment

111-2503-00-2100	OFFICE SUPPLIES	\$2,500.00	\$200.00	\$2,700.00	\$2,673.13	Department expense adjustment
111-2503-00-2125	GENERAL SUPPLIES	\$1,000.00	\$250.00	\$1,250.00	\$1,209.56	Department expense adjustment
111-2503-00-3100	CONTRACT SERVICES	\$42,000.00	\$10,500.00	\$52,500.00	\$52,326.61	Department expense adjustment
111-2503-00-3160	PRE-EMPLOYMENT MEDICAL SERV	\$14,000.00	\$13,000.00	\$27,000.00	\$26,750.50	Department expense adjustment
111-2503-00-3190	COMMUNICATIONS	\$4,500.00	(\$1,450.00)	\$3,050.00	\$2,764.83	Department expense adjustment
111-3501-00-1001	SALARIES	\$6,185,720.00	(\$100,000.00)	\$6,085,720.00	\$6,068,591.35	Department expense adjustment
111-3501-00-1005	OVERTIME	\$381,984.00	\$135,000.00	\$516,984.00	\$515,680.97	Department expense adjustment
111-3501-00-1009	TMRS EXPENSE - ER	\$1,267,000.00	(\$20,000.00)	\$1,247,000.00	\$1,244,551.14	Department expense adjustment
111-3501-00-1014	CLOTHING ALLOWANCE	\$8,400.00	\$1,250.00	\$9,650.00	\$9,450.00	Department expense adjustment
111-3501-00-1017	EQUIPMENT ALLOWANCE	\$146,100.00	(\$30,000.00)	\$116,100.00	\$113,759.69	Department expense adjustment
111-3501-00-2125	GENERAL SUPPLIES	\$22,000.00	\$8,000.00	\$30,000.00	\$29,752.43	Department expense adjustment
111-3501-00-2300	VEHICLE/EQUIP SUPPLIES	\$10,000.00	\$9,500.00	\$19,500.00	\$19,133.03	Department expense adjustment
111-3501-00-2301	MOTOR VEHICLE FUEL	\$120,000.00	\$9,000.00	\$129,000.00	\$128,896.63	Department expense adjustment
111-3501-00-2350	SAFETY EQUIPMENT	\$156,800.00	(\$27,000.00)	\$129,800.00	\$115,167.63	Department expense adjustment
111-3501-00-3100	CONTRACT SERVICES	\$94,369.00	\$10,250.00	\$104,619.00	\$104,226.88	Department expense adjustment
111-3501-00-3170	PROFESSIONAL DEVELOPMENT	\$66,050.00	\$19,000.00	\$85,050.00	\$84,632.37	Department expense adjustment
111-3501-00-3177	PROFESSIONAL DEV - CART	\$10,000.00	\$1,750.00	\$11,750.00	\$11,449.33	Department expense adjustment
111-3501-00-3180	DUES/MEMBERSHIPS	\$5,384.00	\$1,750.00	\$7,134.00	\$7,037.45	Department expense adjustment
111-3501-00-3290	TECHNOLOGY SERVICES	\$383,162.00	(\$58,500.00)	\$324,662.00	\$300,939.21	Department expense adjustment over \$40,000
111-3501-18-1001	SALARIES	\$356,300.00	(\$10,000.00)	\$346,300.00	\$325,716.89	Department expense adjustment over \$22,350
111-3501-18-2225	MEDICAL SUPPLIES	\$80,000.00	(\$18,350.00)	\$61,650.00	\$48,123.06	Department expense adjustment over \$22,350
111-3501-18-2250	UNIFORMS/APPAREL	\$2,000.00	\$1,000.00	\$3,000.00	\$2,867.00	Department expense adjustment over \$22,350
111-3501-18-3230	ADVERTISING	\$3,262.00	\$5,000.00	\$8,262.00	\$8,062.61	Department expense adjustment over \$22,350
111-3502-00-1001	SALARIES	\$436,650.00	(\$50,000.00)	\$386,650.00	\$383,224.79	Department expense adjustment short \$27,350
111-3502-00-1005	OVERTIME	\$7,500.00	\$8,000.00	\$15,500.00	\$15,133.71	Department expense adjustment short \$27,350
111-3502-00-1007	SEASONAL/PART TIME	\$55,000.00	(\$23,000.00)	\$32,000.00	\$30,397.27	Department expense adjustment short \$27,350
111-3502-00-1009	TMRS EXPENSE - ER	\$78,100.00	(\$4,000.00)	\$74,100.00	\$73,713.24	Department expense adjustment short \$27,350
111-3502-00-1011	FICA EXPENSE - ER	\$34,650.00	(\$2,500.00)	\$32,150.00	\$31,539.28	Department expense adjustment short \$27,350
111-3502-00-2125	GENERAL SUPPLIES	\$30,000.00	(\$6,500.00)	\$23,500.00	\$23,013.11	Department expense adjustment short \$27,350
111-3502-00-2250	UNIFORMS/APPAREL	\$85,575.00	\$22,500.00	\$108,075.00	\$107,159.58	Department expense adjustment short \$27,350
111-3502-00-2275	PROGRAM SUPPLIES	\$7,500.00	\$500.00	\$8,000.00	\$7,937.54	Department expense adjustment short \$27,350
111-3502-00-2300	VEHICLE/EQUIP SUPPLIES	\$25,000.00	\$6,750.00	\$31,750.00	\$31,458.83	Department expense adjustment short \$27,350
111-3502-00-2301	MOTOR VEHICLE FUEL	\$25,000.00	(\$5,000.00)	\$20,000.00	\$19,724.01	Department expense adjustment short \$27,350
111-3502-00-3100	CONTRACT SERVICES	\$0.00	\$12,000.00	\$12,000.00	\$12,000.00	Department expense adjustment short \$27,350
111-3502-00-3170	PROFESSIONAL DEVELOPMENT	\$35,000.00	\$1,600.00	\$36,600.00	\$36,444.87	Department expense adjustment short \$27,350
111-3502-00-3180	DUES/MEMBERSHIPS	\$7,500.00	\$5,000.00	\$12,500.00	\$12,326.80	Department expense adjustment short \$27,350
111-3502-00-3190	COMMUNICATIONS	\$23,000.00	(\$4,500.00)	\$18,500.00	\$17,948.41	Department expense adjustment short \$27,350
111-3502-00-3260	MACHINERY/EQUIPMENT MAINT	\$20,000.00	\$4,500.00	\$24,500.00	\$24,248.85	Department expense adjustment short \$27,350
111-3502-00-3272	FIRE/LIFE SAFETY SYSTEMS	\$40,000.00	\$3,500.00	\$43,500.00	\$43,319.00	Department expense adjustment short \$27,350
111-3502-00-3340	FIREFIGHTER PENSION	\$126,900.00	\$35,000.00	\$161,900.00	\$160,820.00	Department expense adjustment short \$27,350
111-3502-00-3510	VEHICLE REPAIRS	\$50,000.00	\$23,250.00	\$73,250.00	\$72,772.30	Department expense adjustment short \$27,350
111-3502-00-3511	RADIO REPAIRS	\$4,000.00	\$250.00	\$4,250.00	\$4,199.10	Department expense adjustment short \$27,350
111-3505-00-2125	GENERAL SUPPLIES	\$1,000.00	(\$500.00)	\$500.00	\$0.00	Department expense adjustment
111-3505-00-3176	EMERG MGMT COMMUNICATION	\$10,500.00	\$500.00	\$11,000.00	\$10,763.50	Department expense adjustment
111-5001-11-1001	SALARIES	\$505,150.00	(\$1,250.00)	\$503,900.00	\$502,134.42	Department expense adjustment
111-5001-11-1005	OVERTIME	\$0.00	\$500.00	\$500.00	\$333.57	Department expense adjustment
111-5001-11-3170	PROFESSIONAL DEVELOPMENT	\$2,500.00	\$750.00	\$3,250.00	\$2,991.28	Department expense adjustment
111-5001-17-1001	SALARIES	\$546,600.00	(\$16,950.00)	\$529,650.00	\$524,189.05	Department expense adjustment
111-5001-17-1006	LONGEVITY	\$10,000.00	\$150.00	\$10,150.00	\$10,104.70	Department expense adjustment
111-5001-17-1017	EQUIPMENT ALLOWANCE	\$4,050.00	\$50.00	\$4,100.00	\$4,070.00	Department expense adjustment
111-5001-17-2200	CONSUMABLES	\$665.00	\$50.00	\$700.00	\$668.33	Department expense adjustment
111-5001-17-2250	UNIFORMS/APPAREL	\$150.00	\$550.00	\$700.00	\$639.74	Department expense adjustment
111-5001-17-2301	MOTOR VEHICLE FUEL	\$6,750.00	\$450.00	\$7,200.00	\$7,110.70	Department expense adjustment
111-5001-17-3102	UTILITY CAPACITY ASSESSMENTS	\$0.00	\$15,700.00	\$15,700.00	\$15,700.00	Department expense adjustment
111-6007-00-1001	SALARIES	\$156,000.00	(\$15,000.00)	\$141,000.00	\$132,997.39	Department expense adjustment over \$15,000
111-7001-00-1006	LONGEVITY	\$2,525.00	\$100.00	\$2,625.00	\$2,578.90	Department expense adjustment
111-7001-00-2175	JANITORIAL SUPPLIES	\$300.00	\$100.00	\$400.00	\$362.18	Department expense adjustment
111-7001-00-2250	UNIFORMS/APPAREL	\$4,500.00	\$1,200.00	\$5,700.00	\$5,646.27	Department expense adjustment
111-7001-00-3190	COMMUNICATIONS	\$21,000.00	(\$1,400.00)	\$19,600.00	\$15,891.58	Department expense adjustment
111-7001-02-1001	SALARIES	\$91,100.00	(\$2,000.00)	\$89,100.00	\$88,391.43	Department expense adjustment
111-7001-02-1007	SEASONAL/PART TIME	\$11,000.00	(\$1,500.00)	\$9,500.00	\$8,938.80	Department expense adjustment
111-7001-02-1011	FICA EXPENSE - ER	\$7,250.00	\$500.00	\$7,750.00	\$7,491.69	Department expense adjustment
111-7001-02-2125	GENERAL SUPPLIES	\$9,500.00	(\$1,500.00)	\$8,000.00	\$7,489.43	Department expense adjustment
111-7001-02-2225	MEDICAL SUPPLIES	\$100.00	\$50.00	\$150.00	\$115.61	Department expense adjustment
111-7001-02-2275	PROGRAM SUPPLIES	\$10,000.00	(\$2,000.00)	\$8,000.00	\$7,532.45	Department expense adjustment
111-7001-02-2301	MOTOR VEHICLE FUEL	\$15,000.00	\$8,000.00	\$23,000.00	\$22,521.50	Department expense adjustment
111-7001-02-3190	COMMUNICATIONS	\$7,000.00	(\$1,550.00)	\$5,450.00	\$4,604.87	Department expense adjustment

111-7001-03-1001	SALARIES	\$300,000.00	\$7,000.00	\$307,000.00	\$306,643.34	Increased revenues offset increase in expenses parks rec
111-7001-03-1005	OVERTIME	\$10,000.00	\$7,750.00	\$17,750.00	\$17,355.40	Increased revenues offset increase in expenses parks rec
111-7001-03-1007	SEASONAL/PART TIME	\$200,000.00	\$255,000.00	\$455,000.00	\$450,331.58	Increased revenues offset increase in expenses parks rec
111-7001-03-1011	FICA EXPENSE - ER	\$24,000.00	\$34,000.00	\$58,000.00	\$57,370.54	Increased revenues offset increase in expenses parks rec
111-7001-03-2275	PROGRAM SUPPLIES	\$41,500.00	\$2,500.00	\$44,000.00	\$43,777.68	Department expense adjustment
111-7001-03-3220	PRINTING SERVICES	\$26,000.00	(\$2,500.00)	\$23,500.00	\$22,170.00	Department expense adjustment
111-7001-04-3290	TECHNOLOGY SERVICES	\$2,000.00	\$1,600.00	\$3,600.00	\$3,548.83	Department expense adjustment
111-7002-00-2125	GENERAL SUPPLIES	\$18,466.00	(\$1,600.00)	\$16,866.00	\$0.00	Department expense adjustment
111-9001-00-1252	GROUP HEALTH INSURANCE	\$2,518,624.00	(\$27,000.00)	\$2,491,624.00	\$2,488,668.82	Department expense adjustment short \$385,000
111-9001-00-3103	MERCHANT CREDIT CARD FEES	\$50,000.00	\$69,000.00	\$119,000.00	\$118,225.11	Department expense adjustment short \$385,000
111-9001-00-3110	AUDIT SERVICE FEES	\$32,500.00	\$32,000.00	\$64,500.00	\$64,094.25	Department expense adjustment short \$385,000
111-9001-00-3117	MUD 73 REBATE	\$318,075.00	(\$20,000.00)	\$298,075.00	\$293,844.53	Department expense adjustment short \$385,000
111-9001-00-3250	GENERAL INSURANCE	\$900,000.00	\$269,500.00	\$1,169,500.00	\$1,169,296.25	Department expense adjustment short \$385,000
111-9001-00-3253	UNEMPLOYMENT INSURANCE	\$0.00	\$11,500.00	\$11,500.00	\$11,316.48	Department expense adjustment short \$385,000
111-9001-00-7510	XFER TO VEH MAINT FUND 611	\$248,175.00	\$50,000.00	\$298,175.00	\$186,131.25	Department expense adjustment short \$385,000
	FUND ADJUSTMENT		(\$26,000.00)			
121 - HOTEL/MOTEL TAX FUND						
121-1006-14-1009	TMRS EXPENSE - ER	\$10,500.00	\$4,000.00	\$14,500.00	\$14,084.58	Fund expense adjustment
121-1006-14-1011	FICA EXPENSE - ER	\$4,500.00	\$2,000.00	\$6,500.00	\$5,922.18	Fund expense adjustment
121-1006-14-1017	EQUIPMENT ALLOWANCE	\$0.00	\$500.00	\$500.00	\$337.50	Fund expense adjustment
121-1006-14-1018	AUTO ALLOWANCE	\$0.00	\$3,500.00	\$3,500.00	\$3,150.00	Fund expense adjustment
121-1006-14-1252	GROUP HEALTH INSURANCE	\$15,250.00	\$3,000.00	\$18,250.00	\$17,932.22	Fund expense adjustment
121-1006-14-2125	GENERAL SUPPLIES	\$1,200.00	\$1,000.00	\$2,200.00	\$1,897.08	Fund expense adjustment
121-1006-14-2180	TOUR DE BRAZ	\$41,800.00	\$14,000.00	\$55,800.00	\$55,624.82	Fund expense adjustment
121-1006-14-3225	PROMOTIONAL/MARKETING	\$62,500.00	(\$13,000.00)	\$49,500.00	\$44,862.81	Fund expense adjustment
121-1006-14-3228	GRANTS	\$50,000.00	(\$15,000.00)	\$35,000.00	\$26,935.00	Fund expense adjustment
	FUND ADJUSTMENT		\$0.00			
123 - SPECIAL INVESTIGATIONS FUND						
123-401010	GRANT PROCEEDS	\$0.00	(\$50,000.00)	(\$50,000.00)		Grant received during year/dept expense adjustment
123-3501-06-3170	PROFESSIONAL DEVELOPMENT	\$0.00	\$1,000.00	\$1,000.00	\$810.00	Department expense adjustment
123-3501-07-2125	GENERAL SUPPLIES	\$33,167.00	(\$1,000.00)	\$32,167.00	\$15,327.24	Department expense adjustment
123-3501-10-8217	GRANT FUNDS EXPENDITURES	\$0.00	\$48,000.00	\$48,000.00	\$47,671.00	Grant received during year
123-3501-11-2125	GENERAL SUPPLIES - DONATIONS	\$0.00	\$2,000.00	\$2,000.00	\$1,428.42	Department expense adjustment
	FUND ADJUSTMENT		\$0.00			
124 - MUNICIPAL COURT BUILDING SECURITY FUND						
124-2502-00-1005	OVERTIME	\$6,000.00	(\$6,000.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
124-2502-00-2125	GENERAL SUPPLIES	\$3,200.00	(\$3,200.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
124-2502-00-3100	CONTRACT SERVICES	\$6,100.00	(\$6,100.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
124-2502-00-3170	PROFESSIONAL DEVELOPMENT	\$4,500.00	(\$4,500.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
124-2502-00-7131	XFER TO MC CONSOL FUND 131	\$0.00	\$75,000.00	\$75,000.00	\$75,000.00	Moving to Consolidated Fund 131
124-2502-00-7150	XFER TO FAC MAINT FUND 616	\$16,554.00	(\$16,554.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
	FUND ADJUSTMENT		\$38,646.00			
125 - MUNICIPAL COURT TECHNOLOGY FUND						
125-2502-00-2125	GENERAL SUPPLIES	\$3,500.00	(\$3,500.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
125-2502-00-3100	CONTRACT SERVICES	\$6,400.00	(\$6,400.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
125-2502-00-3260	MACHINERY/EQUIPMENT MAINT	\$3,500.00	(\$3,500.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
125-2502-00-3290	TECHNOLOGY SERVICES	\$4,500.00	(\$4,500.00)	\$0.00	\$0.00	Moving to Consolidated Fund 131
	FUND ADJUSTMENT		(\$17,900.00)			
128 - MUNICIPAL COURT TRUANCY PREVENTION FUND						
128-2502-00-1006	LONGEVITY	\$80.00	\$20.00	\$100.00	\$88.80	Fund expense adjustment
128-2502-00-1009	TMRS EXPENSE - ER	\$3,500.00	(\$20.00)	\$3,480.00	\$3,060.62	Fund expense adjustment
	FUND ADJUSTMENT		\$0.00			
129 - PARK DEDICATION FUND						
129-401501	DEDICATION FEES	(\$100,000.00)	(\$215,000.00)	(\$315,000.00)		Fund expense adjustment
129-7001-00-3100	CONTRACT SERVICES	\$0.00	\$215,000.00	\$215,000.00	\$214,742.26	Fund expense adjustment
	FUND ADJUSTMENT		\$0.00			
130 - PUBLIC EDUC & GOVT (PEG) FUND						
130-402165	PEG FEES	(\$4,000.00)	(\$5,500.00)	(\$9,500.00)		Fund expense adjustment

130-1001-00-4150	MACHINERY/EQUIPMENT	\$0.00	\$5,500.00	\$5,500.00	\$5,497.65	Fund expense adjustment
	FUND ADJUSTMENT		\$0.00			
131 - CONSOLIDATED MC SECURITY AND TECH FUND						
131-406124	XFER FROM MC SEC FUND 124	\$0.00	(\$75,000.00)	(\$75,000.00)		Moving to Consolidated Fund 131
131-2502-00-1005	OVERTIME	\$0.00	\$6,000.00	\$6,000.00	\$0.00	Moving to Consolidated Fund 131
131-2502-00-2125	GENERAL SUPPLIES	\$0.00	\$6,700.00	\$6,700.00	\$1,559.18	Moving to Consolidated Fund 131
131-2502-00-3100	CONTRACT SERVICES	\$0.00	\$12,000.00	\$12,000.00	\$5,761.26	Moving to Consolidated Fund 131
131-2502-00-3170	PROFESSIONAL DEVELOPMENT	\$0.00	\$5,000.00	\$5,000.00	\$4,815.10	Moving to Consolidated Fund 131
131-2502-00-3260	MACHINERY/EQUIPMENT MAINT	\$0.00	\$3,500.00	\$3,500.00	\$1,077.23	Moving to Consolidated Fund 131
131-2502-00-3290	TECHNOLOGY SERVICES	\$0.00	\$4,500.00	\$4,500.00	\$21.28	Moving to Consolidated Fund 131
131-2502-00-7150	XFER TO FAC MAINT FUND 616	\$0.00	\$16,554.00	\$16,554.00	\$12,415.50	Moving to Consolidated Fund 131
	FUND ADJUSTMENT		(\$20,746.00)			
209 - UTILITY DEBT OBLIGATION FUND						
209-406211	XFER FROM UTILITIES FUND 211	(\$8,981,750.00)	(\$1,500.00)	(\$8,983,250.00)		Additional agent fees
209-4002-00-5003	AGENT FEES	\$1,500.00	\$1,500.00	\$3,000.00	\$2,875.00	Additional agent fees
	FUND ADJUSTMENT		\$0.00			
211 - UTILITY OPERATING FUND						
211-402140	REVENUE - SEWER	(\$8,239,248.00)	(\$195,000.00)	(\$8,434,248.00)		Increased revenues offset increase in expenses
211-402160	REVENUE - WATER	(\$7,436,810.00)	(\$400,000.00)	(\$7,836,810.00)		Increased revenues offset increase in expenses
211-6001-00-1001	SALARIES	\$408,750.00	\$5,750.00	\$414,500.00	\$414,193.90	Department expense adjustments short \$24,750
211-6001-00-1009	TMRS EXPENSE - ER	\$86,100.00	\$1,000.00	\$87,100.00	\$86,864.10	Department expense adjustments short \$24,750
211-6001-00-2125	GENERAL SUPPLIES	\$16,000.00	\$500.00	\$16,500.00	\$16,238.57	Department expense adjustments short \$24,750
211-6001-00-2301	MOTOR VEHICLE FUEL	\$25,000.00	(\$2,000.00)	\$23,000.00	\$22,247.79	Department expense adjustments short \$24,750
211-6001-00-2425	CHEMICALS/INSECTICIDES	\$110,000.00	\$25,500.00	\$135,500.00	\$135,405.59	Department expense adjustments short \$24,750
211-6001-00-2500	W/S MAIN REPAIR SUPPLIES	\$100,000.00	\$2,500.00	\$102,500.00	\$102,400.52	Department expense adjustments short \$24,750
211-6001-00-2525	W/S MACHINERY & EQUIP	\$18,500.00	(\$1,000.00)	\$17,500.00	\$16,382.51	Department expense adjustments short \$24,750
211-6001-00-3100	CONTRACT SERVICES	\$13,300.00	\$4,000.00	\$17,300.00	\$17,150.92	Department expense adjustments short \$24,750
211-6001-00-3170	PROFESSIONAL DEVELOPMENT	\$5,000.00	\$500.00	\$5,500.00	\$5,175.90	Department expense adjustments short \$24,750
211-6001-00-3180	DUES/MEMBERSHIPS	\$1,000.00	\$1,000.00	\$2,000.00	\$1,862.40	Department expense adjustments short \$24,750
211-6001-00-3260	MACHINERY/EQUIPMENT MAINT	\$65,000.00	(\$10,000.00)	\$55,000.00	\$53,592.43	Department expense adjustments short \$24,750
211-6001-00-3470	REGULATORY INSPECTION FEES	\$30,200.00	(\$5,000.00)	\$25,200.00	\$21,432.60	Department expense adjustments short \$24,750
211-6001-00-3480	LAB TESTING FEES	\$18,000.00	\$6,000.00	\$24,000.00	\$23,451.00	Department expense adjustments short \$24,750
211-6001-00-3490	BCGCD WATER FEES	\$40,000.00	(\$4,000.00)	\$36,000.00	\$35,010.75	Department expense adjustments short \$24,750
211-6002-00-1001	SALARIES	\$484,500.00	(\$39,000.00)	\$445,500.00	\$443,219.25	Department expense adjustments
211-6002-00-1005	OVERTIME	\$37,500.00	\$39,000.00	\$76,500.00	\$75,711.98	Department expense adjustments
211-6002-00-1011	FICA EXPENSE - ER	\$40,500.00	(\$1,000.00)	\$39,500.00	\$39,104.73	Department expense adjustments
211-6002-00-2125	GENERAL SUPPLIES	\$18,500.00	\$11,000.00	\$29,500.00	\$28,270.47	Department expense adjustments
211-6002-00-2301	MOTOR VEHICLE FUEL	\$25,000.00	(\$3,000.00)	\$22,000.00	\$21,618.31	Department expense adjustments
211-6002-00-2350	SAFETY EQUIPMENT	\$6,000.00	(\$2,500.00)	\$3,500.00	\$2,969.99	Department expense adjustments over \$45,600
211-6002-00-2425	CHEMICALS/INSECTICIDES	\$9,000.00	(\$5,000.00)	\$4,000.00	\$2,429.20	Department expense adjustments
211-6002-00-2500	W/S MAIN REPAIR SUPPLIES	\$65,000.00	(\$2,000.00)	\$63,000.00	\$62,570.49	Department expense adjustments
211-6002-00-2525	W/S MACHINERY & EQUIP	\$63,000.00	(\$4,000.00)	\$59,000.00	\$58,381.79	Department expense adjustments over \$45,600
211-6002-00-3100	CONTRACT SERVICES	\$50,700.00	(\$22,000.00)	\$28,700.00	\$27,345.00	Department expense adjustments over \$45,600
211-6002-00-3260	MACHINERY/EQUIPMENT MAINT	\$120,000.00	(\$17,100.00)	\$102,900.00	\$102,447.86	Department expense adjustments over \$45,600
211-6003-00-1001	SALARIES	\$245,000.00	\$13,000.00	\$258,000.00	\$257,745.75	Department expense adjustments short \$13,600
211-6003-00-1005	OVERTIME	\$15,000.00	\$4,500.00	\$19,500.00	\$19,190.87	Department expense adjustments
211-6003-00-1009	TMRS EXPENSE - ER	\$48,250.00	\$3,500.00	\$51,750.00	\$51,500.15	Department expense adjustments
211-6003-00-1016	CERTIFICATION/EDUCATION	\$2,600.00	\$500.00	\$3,100.00	\$2,992.50	Department expense adjustments short \$13,600
211-6003-00-2125	GENERAL SUPPLIES	\$5,000.00	\$1,000.00	\$6,000.00	\$5,713.52	Department expense adjustments
211-6003-00-2175	JANITORIAL SUPPLIES	\$800.00	\$500.00	\$1,300.00	\$1,019.93	Department expense adjustments
211-6003-00-2250	UNIFORMS/APPAREL	\$775.00	\$100.00	\$875.00	\$822.94	Department expense adjustments short \$13,600
211-6003-00-2301	MOTOR VEHICLE FUEL	\$10,000.00	(\$1,500.00)	\$8,500.00	\$7,981.80	Department expense adjustments
211-6003-00-2350	SAFETY EQUIPMENT	\$2,000.00	\$500.00	\$2,500.00	\$2,206.14	Department expense adjustments
211-6003-00-2425	CHEMICALS/INSECTICIDES	\$170,000.00	(\$6,000.00)	\$164,000.00	\$163,427.26	Department expense adjustments
211-6003-00-2500	W/S MAIN REPAIR SUPPLIES	\$2,000.00	\$500.00	\$2,500.00	\$2,397.67	Department expense adjustments
211-6003-00-2525	W/S MACHINERY & EQUIP	\$4,000.00	\$250.00	\$4,250.00	\$4,119.72	Department expense adjustments
211-6003-00-2575	LAB SUPPLIES/CHEMICALS	\$10,500.00	\$500.00	\$11,000.00	\$10,880.06	Department expense adjustments
211-6003-00-3100	CONTRACT SERVICES	\$11,500.00	(\$2,750.00)	\$8,750.00	\$8,311.46	Department expense adjustments
211-6003-00-3170	PROFESSIONAL DEVELOPMENT	\$2,500.00	\$1,000.00	\$3,500.00	\$3,484.75	Department expense adjustments
211-6003-00-3180	DUES/MEMBERSHIPS	\$500.00	\$500.00	\$1,000.00	\$710.40	Department expense adjustments
211-6003-00-3190	COMMUNICATIONS	\$6,000.00	(\$1,500.00)	\$4,500.00	\$3,915.31	Department expense adjustments
211-6003-00-3320	UNIFORM/MAT RENTAL	\$1,760.00	(\$500.00)	\$1,260.00	\$703.06	Department expense adjustments
211-6003-00-3480	LAB TESTING FEES	\$25,000.00	\$3,500.00	\$28,500.00	\$28,043.88	Department expense adjustments
211-6003-00-3500	SLUDGE DISPOSAL	\$120,000.00	(\$4,000.00)	\$116,000.00	\$114,752.70	Department expense adjustments
211-6004-00-1001	SALARIES	\$269,500.00	\$125.00	\$269,625.00	\$269,595.81	Department expense adjustments
211-6004-00-1011	FICA EXPENSE - ER	\$21,700.00	(\$425.00)	\$21,275.00	\$20,739.84	Department expense adjustments

211-6004-00-2225	MEDICAL SUPPLIES	\$500.00	\$200.00	\$700.00	\$623.44	Department expense adjustments
211-6004-00-2580	HARDWARE/SOFTWARE - COMP	\$22,000.00	(\$3,500.00)	\$18,500.00	\$17,946.47	Department expense adjustments over \$6,500
211-6004-00-3170	PROFESSIONAL DEVELOPMENT	\$3,000.00	(\$1,000.00)	\$2,000.00	\$1,695.56	Department expense adjustments over \$6,500
211-6004-00-3190	COMMUNICATIONS	\$8,000.00	(\$2,000.00)	\$6,000.00	\$5,184.04	Department expense adjustments over \$6,500
211-6004-00-3210	POSTAGE/FREIGHT	\$600.00	\$100.00	\$700.00	\$647.41	Department expense adjustments
211-6005-00-1001	SALARIES	\$252,500.00	\$1,300.00	\$253,800.00	\$253,724.30	Department expense adjustment
211-6005-00-1005	OVERTIME	\$1,000.00	(\$800.00)	\$200.00	\$108.05	Department expense adjustment
211-6005-00-1006	LONGEVITY	\$3,100.00	\$50.00	\$3,150.00	\$3,111.70	Department expense adjustment
211-6005-00-1009	TMRS EXPENSE - ER	\$46,400.00	\$75.00	\$46,475.00	\$46,453.75	Department expense adjustment
211-6005-00-1011	FICA EXPENSE - ER	\$19,900.00	(\$1,100.00)	\$18,800.00	\$18,640.42	Department expense adjustment
211-6005-00-2250	UNIFORMS/APPAREL	\$800.00	(\$400.00)	\$400.00	\$318.37	Department expense adjustment
211-6005-00-2475	WATER METERS & PARTS	\$90,000.00	\$18,000.00	\$108,000.00	\$107,546.62	Department expense adjustment
211-6005-00-3100	CONTRACT SERVICES	\$155,000.00	(\$13,750.00)	\$141,250.00	\$140,886.05	Department expense adjustment
211-6005-00-3170	PROFESSIONAL DEVELOPMENT	\$6,400.00	(\$525.00)	\$5,875.00	\$5,753.11	Department expense adjustment
211-6005-00-3190	COMMUNICATIONS	\$8,000.00	(\$2,500.00)	\$5,500.00	\$5,190.31	Department expense adjustment
211-6005-00-3210	POSTAGE/FREIGHT	\$1,300.00	(\$350.00)	\$950.00	\$831.48	Department expense adjustment
211-6006-00-2125	GENERAL SUPPLIES	\$6,500.00	(\$1,500.00)	\$5,000.00	\$4,628.15	Department expense adjustment
211-6007-00-1001	SALARIES	\$19,750.00	(\$2,000.00)	\$17,750.00	\$17,008.58	Department expense adjustments short \$13,750
211-6007-00-1009	TMRS EXPENSE - ER	\$3,600.00	(\$200.00)	\$3,400.00	\$3,121.22	Department expense adjustments short \$13,750
211-6007-00-2125	GENERAL SUPPLIES	\$550.00	\$200.00	\$750.00	\$706.10	Department expense adjustments short \$13,750
211-6007-00-2301	MOTOR VEHICLE FUEL	\$4,000.00	(\$750.00)	\$3,250.00	\$2,966.72	Department expense adjustments short \$13,750
211-6007-00-3100	CONTRACT SERVICES	\$15,750.00	\$15,500.00	\$31,250.00	\$30,794.50	Department expense adjustments short \$13,750
211-6007-00-3170	PROFESSIONAL DEVELOPMENT	\$2,000.00	\$500.00	\$2,500.00	\$2,403.80	Department expense adjustments short \$13,750
211-6007-00-3190	COMMUNICATIONS	\$5,000.00	(\$2,000.00)	\$3,000.00	\$2,699.10	Department expense adjustments short \$13,750
211-6007-00-3210	POSTAGE/FREIGHT	\$3,000.00	\$2,500.00	\$5,500.00	\$5,256.16	Department expense adjustments short \$13,750
211-9002-00-1251	WORKERS' COMPENSATION	\$27,750.00	(\$2,500.00)	\$25,250.00	\$24,817.03	Increased revenues offset increase in expenses
211-9002-00-1252	GROUP HEALTH INSURANCE	\$565,750.00	(\$17,500.00)	\$548,250.00	\$547,662.71	Increased revenues offset increase in expenses
211-9002-00-3103	MERCHANT CREDIT CARD FEES	\$200,000.00	\$502,000.00	\$702,000.00	\$701,208.13	Increased revenues offset increase in expenses
211-9002-00-3250	GENERAL INSURANCE	\$300,000.00	\$79,000.00	\$379,000.00	\$377,990.15	Increased revenues offset increase in expenses
211-9002-00-7106	XFER TO UTIL DEBT FUND 209	\$8,981,750.00	\$1,500.00	\$8,983,250.00	\$6,736,312.50	Department expense adjustment
211-9002-00-7510	XFER TO VEH MAINT FUND 611	\$70,000.00	\$34,000.00	\$104,000.00	\$52,500.00	Increased revenues offset increase in expenses
	FUND ADJUSTMENT		\$0.00			
212 - SANITATION FUND						
212-402090	GARBAGE FEES - COMM	(\$2,180,000.00)	(\$25,000.00)	(\$2,205,000.00)		Increased revenues offset increase in expenses
212-402095	GARBAGE FEES - RES	(\$1,317,500.00)	(\$25,250.00)	(\$1,342,750.00)		Increased revenues offset increase in expenses
212-402110	GARBAGE FEES - PENALTY	(\$41,500.00)	(\$25,000.00)	(\$66,500.00)		Increased revenues offset increase in expenses
212-6501-00-3100	CONTRACT SERVICES	\$2,500.00	\$750.00	\$3,250.00	\$3,096.46	Increased revenues offset increase in expenses
212-6501-00-3380	BEAUTIFICATION	\$4,000.00	\$1,500.00	\$5,500.00	\$5,400.00	Increased revenues offset increase in expenses
212-6501-00-3440	COLLECTION SERVICE	\$3,283,900.00	\$73,000.00	\$3,356,900.00	\$3,356,342.85	Increased revenues offset increase in expenses
	FUND ADJUSTMENT		\$0.00			
213 - EMS FUND						
213-402105	MEDICARE PAYMENTS	(\$550,000.00)	(\$75,000.00)	(\$625,000.00)		Increased revenues offset increase in expenses
213-402135	Service Charges (R1 RCM)	(\$850,000.00)	(\$100,000.00)	(\$950,000.00)		Increased revenues offset increase in expenses
213-402145	Utility Fee (EMS)	(\$1,000,000.00)	(\$17,000.00)	(\$1,017,000.00)		Increased revenues offset increase in expenses
213-3503-00-1001	SALARIES	\$701,750.00	\$37,500.00	\$739,250.00	\$737,709.70	Increased revenues offset increase in expenses
213-3503-00-1005	OVERTIME	\$425,000.00	\$20,000.00	\$445,000.00	\$442,616.80	Increased revenues offset increase in expenses
213-3503-00-1007	SEASONAL/PART TIME	\$265,000.00	(\$15,000.00)	\$250,000.00	\$246,071.94	Increased revenues offset increase in expenses
213-3503-00-1009	TMRS EXPENSE - ER	\$205,000.00	\$12,500.00	\$217,500.00	\$216,463.56	Increased revenues offset increase in expenses
213-3503-00-1011	FICA EXPENSE - ER	\$70,750.00	\$37,500.00	\$108,250.00	\$107,980.42	Increased revenues offset increase in expenses
213-3503-00-2125	GENERAL SUPPLIES	\$5,500.00	\$1,000.00	\$6,500.00	\$6,005.65	Increased revenues offset increase in expenses
213-3503-00-2200	CONSUMABLES	\$5,500.00	\$1,000.00	\$6,500.00	\$5,951.83	Increased revenues offset increase in expenses
213-3503-00-2225	MEDICAL SUPPLIES	\$145,000.00	(\$7,500.00)	\$137,500.00	\$136,283.04	Increased revenues offset increase in expenses
213-3503-00-2250	UNIFORMS/APPAREL	\$11,000.00	\$1,500.00	\$12,500.00	\$12,281.12	Increased revenues offset increase in expenses
213-3503-00-2275	PROGRAM SUPPLIES	\$6,000.00	\$3,250.00	\$9,250.00	\$8,960.98	Increased revenues offset increase in expenses
213-3503-00-2300	VEHICLE/EQUIP SUPPLIES	\$500.00	\$500.00	\$1,000.00	\$820.84	Increased revenues offset increase in expenses
213-3503-00-2301	MOTOR VEHICLE FUEL	\$50,000.00	\$12,500.00	\$62,500.00	\$62,175.89	Increased revenues offset increase in expenses
213-3503-00-3100	CONTRACT SERVICES - R1	\$55,000.00	\$60,000.00	\$115,000.00	\$113,334.64	Increased revenues offset increase in expenses
213-3503-00-3104	BANK FEES	\$5,000.00	\$500.00	\$5,500.00	\$5,418.64	Increased revenues offset increase in expenses
213-3503-00-3170	PROFESSIONAL DEVELOPMENT	\$8,000.00	\$250.00	\$8,250.00	\$8,104.98	Increased revenues offset increase in expenses
213-3503-00-3190	COMMUNICATIONS	\$20,000.00	(\$5,000.00)	\$15,000.00	\$14,151.17	Increased revenues offset increase in expenses
213-3503-00-3250	GENERAL INSURANCE	\$100,000.00	\$26,500.00	\$126,500.00	\$126,225.05	Increased revenues offset increase in expenses
213-3503-00-3260	MACHINERY/EQUIPMENT MAINT	\$30,000.00	(\$20,000.00)	\$10,000.00	\$8,239.85	Increased revenues offset increase in expenses
213-3503-00-7510	XFER TO VEH MAINT FUND 611	\$0.00	\$25,000.00	\$25,000.00	\$0.00	Increased revenues offset increase in expenses
	FUND ADJUSTMENT		\$0.00			
220 - UTILITY PROJECTS FUND						
220-6001-00-3100	Fire Hyd Conn/Lead Study/Well#6/Backflow	\$116,500.00	\$40,000.00	\$156,500.00	\$154,407.60	Fund expense adjustment

220-6001-00-4150	WWMP Update/VFD	\$0.00	\$500.00	\$500.00	\$268.87	Fund expense adjustment
220-6001-00-9069	WELL IMPROVEMENTS	\$180,000.00	\$12,500.00	\$192,500.00	\$190,897.00	Fund expense adjustment
220-6002-00-9070	LIFT STATION PUMPS	\$77,000.00	(\$53,000.00)	\$24,000.00	\$0.00	Fund expense adjustment
FUND ADJUSTMENT			\$0.00			
312 - SALES TAX FUND						
312-401010	GRANT PROCEEDS	\$0.00	(\$100,000.00)	(\$100,000.00)		Fund expense adjustment
312-5501-00-1001	SALARIES	\$1,029,000.00	(\$70,000.00)	\$959,000.00	\$952,833.14	Fund expense adjustment
312-5501-00-1005	OVERTIME	\$17,500.00	\$15,000.00	\$32,500.00	\$30,841.13	Fund expense adjustment
312-5501-00-1252	GROUP HEALTH INSURANCE	\$418,000.00	(\$30,000.00)	\$388,000.00	\$382,627.07	Fund expense adjustment
312-5501-00-2125	GENERAL SUPPLIES	\$14,000.00	\$2,000.00	\$16,000.00	\$15,276.32	Fund expense adjustment
312-5501-00-2300	VEHICLE/EQUIP SUPPLIES	\$2,000.00	\$1,000.00	\$3,000.00	\$2,699.99	Fund expense adjustment
312-5501-00-2375	STREET/BRIDGE SUPPLIES	\$120,000.00	(\$40,000.00)	\$80,000.00	\$74,794.59	Fund expense adjustment
312-5501-00-2400	SIGNAL SYSTEMS/SUPPLIES	\$20,000.00	\$7,500.00	\$27,500.00	\$25,599.16	Fund expense adjustment
312-5501-00-3170	PROFESSIONAL DEVELOPMENT	\$2,500.00	\$1,000.00	\$3,500.00	\$2,984.62	Fund expense adjustment
312-5501-00-3250	GENERAL INSURANCE	\$150,000.00	\$40,000.00	\$190,000.00	\$188,837.59	Fund expense adjustment
312-5501-00-3260	MACHINERY/EQUIPMENT MAINT	\$8,000.00	(\$150.00)	\$7,850.00	\$6,289.45	Fund expense adjustment
312-5501-00-3370	Misc. Drainage	\$0.00	\$37,500.00	\$37,500.00	\$35,000.00	Fund expense adjustment
312-5501-00-3390	Asphalt Street Maintenance	\$0.00	\$25,000.00	\$25,000.00	\$24,300.51	Fund expense adjustment
312-5501-00-3400	Traffic Control/pavement	\$0.00	\$1,000.00	\$1,000.00	\$492.00	Fund expense adjustment
312-5501-00-3410	CONCRETE PAVING/SIDEWALKS	\$350,000.00	(\$105,000.00)	\$245,000.00	\$126,790.00	Fund expense adjustment
312-5501-00-3420	Right Of Way Maintenance	\$120,000.00	\$55,000.00	\$175,000.00	\$169,456.97	Fund expense adjustment
312-5501-00-7150	XFER TO FAC MAINT FUND 616	\$790,306.00	(\$40,000.00)	\$750,306.00	\$592,729.50	Fund expense adjustment
312-5501-00-7510	XFER TO VEH MAINT FUND 611	\$433,000.00	\$100,000.00	\$533,000.00	\$324,750.00	Fund expense adjustment
312-5501-00-9024	Asphalt Pavement Project - 2023	\$0.00	\$30,000.00	\$30,000.00	\$25,500.00	Fund expense adjustment
312-5501-00-9025	Asphalt Pavement Project - 2024	\$1,400,000.00	(\$30,000.00)	\$1,370,000.00	\$576,469.61	Fund expense adjustment
312-5501-00-9105	DURANT/M1 GLO	\$0.00	\$100,000.00	\$100,000.00	\$97,208.10	Fund expense adjustment
312-6007-00-1009	TMRS EXPENSE - ER	\$3,800.00	\$100.00	\$3,900.00	\$3,855.90	Fund expense adjustment
312-6007-00-1011	FICA EXPENSE - ER	\$1,600.00	\$50.00	\$1,650.00	\$1,615.41	Fund expense adjustment
FUND ADJUSTMENT			\$0.00			
318 - SERIES 2019, CERT OF OBLIGATION						
318-404000	INTEREST INCOME	\$0.00	(\$25,000.00)	(\$25,000.00)		Fund expense adjustment
318-5501-00-9032	Moller Road Storm Improvements	\$0.00	\$25,000.00	\$25,000.00	\$20,740.75	Fund expense adjustment
FUND ADJUSTMENT			\$0.00			
321 - SERIES 2023, CERT OF OBLIGATION						
321-404000	INTEREST INCOME	\$0.00	(\$17,000.00)	(\$17,000.00)		Fund expense adjustment
321-7001-00-3530	RESERVE CONTINGENCY	\$0.00	\$17,000.00	\$17,000.00	\$16,022.00	Fund expense adjustment
FUND ADJUSTMENT			\$0.00			
322 - SERIES 2025, CERT OF OBLIGATION						
322-408000	BOND PROCEEDS	\$0.00	(\$800,000.00)	(\$800,000.00)		Budget part of proceeds to cover issuance costs
322-2504-00-5004	BOND ISSUANCE COSTS	\$0.00	\$800,000.00	\$800,000.00	\$793,128.98	Budget part of proceeds to cover issuance costs
FUND ADJUSTMENT			\$0.00			
411 - DEBT SERVICE FUND						
411-400025	PENALTY/INTEREST	(\$14,500.00)	(\$500.00)	(\$15,000.00)		Additional agent fees
411-4001-00-5003	AGENT FEES	\$1,200.00	\$500.00	\$1,700.00	\$1,525.00	Additional agent fees
FUND ADJUSTMENT			\$0.00			
511 - CEMETERY FUND						
511-1007-00-3103	MERCHANT CREDIT CARD FEES	\$1,440.00	\$1,000.00	\$2,440.00	\$2,344.61	Fund expense adjustment
511-1007-00-7100	XFER TO GENERAL FUND 111	\$57,013.00	(\$1,000.00)	\$56,013.00	\$42,759.75	Fund expense adjustment
FUND ADJUSTMENT			\$0.00			
512 - DONATION FUND						
512-404000	INTEREST INCOME	(\$5,000.00)	(\$7,300.00)	(\$12,300.00)		Fund expense adjustment
512-409522	Donations - Animal Control	(\$22,500.00)	(\$30,000.00)	(\$52,500.00)		Fund expense adjustment
512-3501-00-3305	EAP Program - PD	\$0.00	\$300.00	\$300.00	\$288.33	Fund expense adjustment
512-3501-18-3100	CONTRACT SERVICES - AC	\$18,000.00	\$35,500.00	\$53,500.00	\$53,187.79	Fund expense adjustment
512-7001-02-2125	GENERAL SUPPLIES	\$0.00	\$1,500.00	\$1,500.00	\$1,350.67	Fund expense adjustment
FUND ADJUSTMENT			\$0.00			
611 - FLEET MAINTENANCE FUND						
611-406111	XFER FROM GENERAL FUND 111	(\$248,175.00)	(\$50,000.00)	(\$298,175.00)		Increased revenues offset increase in expenses
611-406211	XFER FROM UTILITIES FUND 211	(\$70,000.00)	(\$34,000.00)	(\$104,000.00)		Increased revenues offset increase in expenses
611-406213	XFER FROM EMS FUND 213	\$0.00	(\$25,000.00)	(\$25,000.00)		Increased revenues offset increase in expenses

611-406312	XFER FROM SALES TAX FUND 312								
611-8001-00-1001	SALARIES	\$166,500.00	(\$100,000.00)	(\$533,000.00)		\$177,047.06			Increased revenues offset increase in expenses
611-8001-00-1005	OVERTIME	\$2,500.00				\$4,580.59			Increased revenues offset increase in expenses
611-8001-00-1006	LONGEVITY	\$2,550.00				\$2,703.43			Increased revenues offset increase in expenses
611-8001-00-1009	TMRS EXPENSE - ER	\$31,250.00	\$2,500.00	\$33,750.00		\$33,562.80			Increased revenues offset increase in expenses
611-8001-00-1251	WORKERS' COMPENSATION	\$5,250.00	(\$500.00)	\$4,750.00		\$4,695.12			Increased revenues offset increase in expenses
611-8001-00-1252	GROUP HEALTH INSURANCE	\$58,500.00	\$4,000.00	\$62,500.00		\$62,405.17			Increased revenues offset increase in expenses
611-8001-00-2100	OFFICE SUPPLIES	\$1,000.00	(\$700.00)	\$300.00		\$201.97			Increased revenues offset increase in expenses
611-8001-00-2125	GENERAL SUPPLIES	\$9,000.00	(\$938.50)	\$8,061.50		\$7,620.86			Increased revenues offset increase in expenses
611-8001-00-2175	JANITORIAL SUPPLIES	\$750.00	(\$400.00)	\$350.00		\$267.02			Increased revenues offset increase in expenses
611-8001-00-2300	VEHICLE/EQUIP SUPPLIES	\$180,000.00	\$23,000.00	\$203,000.00		\$202,360.32			Increased revenues offset increase in expenses
611-8001-00-2301	MOTOR VEHICLE FUEL	\$5,400.00	(\$2,500.00)	\$2,900.00		\$2,723.56			Increased revenues offset increase in expenses
611-8001-00-2350	SAFETY EQUIPMENT	\$1,000.00	(\$900.00)	\$100.00		\$73.16			Increased revenues offset increase in expenses
611-8001-00-2550	WELDING SUPPLIES	\$2,000.00	(\$1,750.00)	\$250.00		\$86.41			Increased revenues offset increase in expenses
611-8001-00-3100	CONTRACT SERVICES	\$9,400.00	\$15,750.00	\$25,150.00		\$24,951.30			Increased revenues offset increase in expenses
611-8001-00-3170	PROFESSIONAL DEVELOPMENT	\$1,000.00	(\$750.00)	\$250.00		\$180.00			Increased revenues offset increase in expenses
611-8001-00-3250	GENERAL INSURANCE	\$50,000.00	\$13,750.00	\$63,750.00		\$63,673.29			Increased revenues offset increase in expenses
611-8001-00-3260	MACHINERY/EQUIPMENT MAINT	\$10,500.00	\$3,700.00	\$14,200.00		\$14,133.39			Increased revenues offset increase in expenses
611-8001-00-3262	Radio Airtime	\$115,000.00	\$13,750.00	\$128,750.00		\$128,711.50			Increased revenues offset increase in expenses
611-8001-00-3460	Hazardous Waste Removal	\$6,000.00	\$8,500.00	\$14,500.00		\$14,407.50			Increased revenues offset increase in expenses
611-8001-00-3510	VEHICLE REPAIRS	\$222,000.00	\$132,000.00	\$354,000.00		\$353,879.01			Increased revenues offset increase in expenses
611-8001-00-7150	XFER TO FAC MAINT FUND 616	\$51,246.00	(\$12,811.50)	\$38,434.50		\$38,434.50			Increased revenues offset increase in expenses
	FUND ADJUSTMENT			\$0.00					
612 - VEHICLE REPLACEMENT FUND									
612-8002-00-3515	LEASE PAYMENTS	\$1,067,769.00	(\$135,000.00)	\$932,769.00		\$883,677.94			Fund expense adjustment
612-8002-00-4150	MACHINERY/EQUIPMENT	\$0.00	\$135,000.00	\$135,000.00		\$128,213.99			Fund expense adjustment
	FUND ADJUSTMENT			\$0.00					
613 - IT MAINTENANCE FUND									
613-2505-00-1018	AUTO ALLOWANCE	\$4,700.00	\$1,000.00	\$5,700.00		\$4,770.81			Fund expense adjustment
613-2505-00-1252	GROUP HEALTH INSURANCE	\$79,500.00	\$10,000.00	\$89,500.00		\$87,790.02			Fund expense adjustment
613-2505-00-2100	OFFICE SUPPLIES	\$500.00	\$1,000.00	\$1,500.00		\$511.33			Fund expense adjustment
613-2505-00-3100	CONTRACT SERVICES	\$72,000.00	(\$17,000.00)	\$55,000.00		\$9,281.31			Fund expense adjustment
613-2505-00-3290	TECHNOLOGY SERVICES	\$567,789.00	\$5,000.00	\$572,789.00		\$570,252.34			Fund expense adjustment
	FUND ADJUSTMENT			\$0.00					
616 - FACILITY MAINTENANCE FUND									
616-8003-00-1001	SALARIES	\$365,500.00	(\$17,000.00)	\$348,500.00		\$346,385.86			Fund expense adjustment
616-8003-00-1005	OVERTIME	\$13,000.00	\$2,000.00	\$15,000.00		\$14,207.54			Fund expense adjustment
616-8003-00-1252	GROUP HEALTH INSURANCE	\$106,250.00	(\$9,000.00)	\$97,250.00		\$95,180.37			Fund expense adjustment
616-8003-00-2125	GENERAL SUPPLIES	\$133,525.00	(\$30,000.00)	\$103,525.00		\$101,150.08			Fund expense adjustment
616-8003-00-2450	BOTANY SUPPLIES	\$35,000.00	(\$20,000.00)	\$15,000.00		\$10,482.00			Fund expense adjustment
616-8003-00-3200	UTILITIES	\$1,152,000.00	\$166,000.00	\$1,318,000.00		\$1,316,289.62			Fund expense adjustment
616-8003-00-3260	MACHINERY/EQUIPMENT MAINT	\$304,347.00	\$73,000.00	\$377,347.00		\$376,013.38			Fund expense adjustment
616-8003-00-3270	BUILDING/GROUNDS MAINT	\$913,565.00	(\$65,000.00)	\$848,565.00		\$846,906.82			Fund expense adjustment
616-8003-00-4100	BUILDINGS/PROPERTY	\$230,000.00	(\$100,000.00)	\$130,000.00		\$127,920.72			Fund expense adjustment
	FUND ADJUSTMENT			\$0.00					
802 - TIRZ #2 KENDALL LAKES T4									
802-400005	CURRENT TAX COLLECTIONS	(\$1,043,000.00)	(\$3,000.00)	(\$1,046,000.00)					Increase revenues to cover increased expense
802-8501-00-3105	Payments to RD Authority (Fund 804)	\$992,750.00	(\$992,750.00)	\$0.00		\$0.00			Change the line item from payment to transfer
802-8501-00-7146	XFER TO RDA FUND 804	\$0.00	\$995,750.00	\$995,750.00		\$995,352.43			Change the line item from payment to transfer
	FUND ADJUSTMENT			\$0.00					
803 - TIRZ #3 SAVANNAH PLANTATION T5									
803-8503-00-7100	XFER TO GENERAL FUND 111	\$0.00	\$26,000.00	\$26,000.00		\$25,590.00			Transfer to GF to close fund 803
	FUND ADJUSTMENT			\$26,000.00					



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: City Secretary

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

Agenda Item: Consider Resolution 25-R-32, of the City Council of the City of Alvin, Texas, authorizing appointments to the Board of Directors of Reinvestment Zone Number One for a two-year term; appointing members to fill vacancies in position numbers Two, Four, Six and Eight through December 31, 2027; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: TIRZ (Tax Increment Reinvestment Zone) One supports the Preservation Creek development. In 2024, City Council appointed members to this Board. Although the board has not yet convened, it is important for the membership to be formally in place in preparation for the next steps in the TIRZ process. At the December 4th meeting, City Council appointed members to boards and commissions. This item provides for the formal appointment of those positions to the TIRZ No. 1 Board, each for a two-year term through December 31, 2027, through Resolution.

Through the adoption of Resolution 25-R-32, City Council is appointing the following members to the Board of Directors for this Zone:

- Jason Jones, Position #2 — through 12/2027
- Kurt Overby, Position #4 — through 12/2027
- Dinah Langston, Position #6 — through 12/2027
- Jamie Van Horne, Position #8 — through 12/2027

Staff recommends approval of Resolution 25-R-32.

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: 12/11/2025 SLH

Finance Review Required: N/A Required

Date Completed: CT 12/15/2025

Supporting documents attached:

1. Res 25-R-32 TIRZ1 Board of Directors Appointments

Recommendation: Move to approve Resolution 25-R-32, by the City Council of the City of Alvin, Texas, authorizing appointments to the Board of Directors of Reinvestment Zone Number One for a two-year term; appointing members to fill vacancies in

position numbers Two, Four, Six and Eight through December 31, 2027; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

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

RESOLUTION 25-R-32

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING APPOINTMENTS TO THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE FOR A TWO-YEAR TERM; APPOINTING MEMBERS TO FILL VACANCIES TO POSITIONS NUMBERS TWO, FOUR, SIX AND EIGHT THROUGH DECEMBER 31, 2027; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, on November 20, 2003, City Council adopted Ordinance No. 03-FFF, designating a contiguous area within the City of Alvin as Reinvestment Zone Number One, City of Alvin, Texas (“Zone No. 1”) under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, Ordinance 03-FFF created a Board of Directors for Zone No. 1 with eleven members, eight of such members being positions One through Eight, to be nominated and appointed by City Council, and three of such members, being positions Nine through Eleven, to be nominated and appointed by other taxing units levying taxes in Zone No. 1, unless such taxing units had not appointed a director by **February 20, 2025**, which, in such case, the City Council was entitled, if it so chooses, to nominate and appoint members to positions Nine through Eleven; and

WHEREAS, the City Council has determined that all director positions shall henceforth be appointed to two-year terms; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified people listed below for appointments to the respective positions and for the respective terms described below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that all the nominees listed in Section 2 are either (i) qualified voters of the City, or (ii) at least 18 years of age who reside within the corporate limits

of the City of Alvin.

Section 2. Confirmation and Ratification of Appointment to Board of Directors

That the City Council does hereby confirm and ratify the appointment to the Board of Directors of Reinvestment Zone Number One, City of Alvin, Texas, the duly qualified people to the positions and terms as follows:

Name & Address	Position	Term Expires
Jason Jones Alvin, Texas	Position #2	December 31, 2027
Kurt Overby Alvin, Texas	Position #4	December 31, 2027
Dinah Langston Alvin, Texas	Position #6	December 31, 2027
Jamie Van Horne Alvin, Texas	Position #8	December 31, 2027

Section 3. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 18th day of December 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: City Secretary

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

Agenda Item: Consider Resolution 25-R-33, authorizing appointments to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, and the Kendall Lakes TIRZ Redevelopment Authority Board for a two-year term; re-appointing member to Position Number Nine; reappointing the Chair; and appointing members to fill vacancies to Position Numbers One and Three through December 31, 2027; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2003 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability to use bond proceeds.

TIRZ Board members serve staggered terms based on even- and odd-numbered positions. At the December 4th City Council meeting, Council appointed members to various boards and commissions, including appointments to Positions No. 9, No. 1, and No. 3 of the Kendall Lakes TIRZ No. 2 Board. This item provides for the formal appointment of these positions to the Kendall Lakes TIRZ No. 2 Board through Resolution, each for a two-year term ending December 31, 2027.

Resolution 25-R-33 reappoints Ricky Kubeczka to Position No. 9, and chair of the Board; and appoints Donna Wickes to fill the vacancy in Position No. 1 and Jose Flores to fill the vacancy in Position No. 3.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____	Amount: _____
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Date Completed: <u>12/11/2025 SLH</u>	
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: <u>CT 12/15/2025</u>

Supporting documents attached:

1. Res 25-R-33 TIRZ2 Kendall Lakes Board Appts

Recommendation: Move to approve Resolution 25-R-33, authorizing appointments to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, and the Kendall Lakes TIRZ Redevelopment Authority Board for a two-year term; re-appointing members to Position Number Nine; reappointing the Chair, and appointing members to fill vacancies to Position Numbers One and Three

through December 31, 2027; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable:
Reviewed by City Attorney, if applicable: X

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

RESOLUTION 25-R-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING APPOINTMENTS TO THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS, AND THE KENDALL LAKES TIRZ REDEVELOPMENT AUTHORITY BOARD FOR A TWO-YEAR TERM; REAPPOINTING MEMBERS TO POSITION NUMBER NINE; REAPPOINTING THE CHAIR; AND APPOINTING MEMBERS TO FILL VACANCIES TO POSITION NUMBERS ONE AND THREE THROUGH DECEMBER 31, 2027; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, on December 30, 2003, the City Council adopted Ordinance No. 03-XXX designating a contiguous area within the City of Alvin as Reinvestment Zone Number Two, City of Alvin, Texas (“Zone No. 2”), under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, Ordinance 03-XXX created a Board of Directors for Zone No. 2 with twelve members, eight of such members being positions One through Eight, to be nominated and appointed by City Council, and four of such members, being positions Nine through Twelve, to be nominated and appointed by other taxing units levying taxes in Zone No. 2, unless such taxing units had not appointed a director by January 15, 2005, which, in such case, the City Council was entitled to nominate and appoint members to positions Nine through Twelve; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified people listed below for appointments to the respective positions and for the respective terms described below; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified person listed in Position Nine, Ricky Kubeczka, to serve as Chair of the Board of Directors for the duration listed below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that all the nominees listed in Section 2 are (i) qualified

voters of the City, and (ii) at least 18 years of age.

Section 2. Confirmation and Ratification of Appointment to Board of Directors

That the City Council does hereby confirm and ratify the appointment to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, the duly qualified people to the positions and terms as follows:

Name & Address	Position	Term Expires
Donna Wickes Alvin, Texas 77511	Position #1	December 31, 2027
Jose Flores Alvin, Texas 77511	Position #3	December 31, 2027
Ricky Kubezka P.O. Box 863 Alvin, Texas 77512	Position #9	December 31, 2027

Section 3. Appointment of Chair of the Board of Directors

That the City Council does hereby confirm and ratify the appointment of Ricky Kubezka as the Chair of the Board of Directors of Zone No. 2 and shall serve in such position until December 31, 2027, or until a successor is appointed and qualified.

Section 4. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 18th day of December 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: City Manager

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

Agenda Item: Consider the cancellation of the January 1, 2026, Regular City Council Meeting due to the New Year's Day holiday.

Type of Item: Action Item

Summary: All City Offices will be closed in observance of New Year's Day holiday.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____	Amount: _____
Legal Review Required: N/A <input checked="" type="checkbox"/> Required	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: _____

Supporting documents attached:
None

Recommendation: Move to approve the cancellation of the January 1, 2026, Regular City Council Meeting due to the New Year's Day holiday.

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:



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 25-GG of the City Council of the City of Alvin, Texas, annexing approximately 128.5284 acres of land into the corporate limits of the City; approving a Service Plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On or about November 14, 2025, Tommaso Achille and Mary C. Achille, the owners of approximately 128.5284 acres of certain property located within Brazoria County, Texas, petitioned the City for voluntary annexation of said property into City limits.

During the Council Workshop on July 17, 2025, Romero Fernandez from KB Homes was present, along with Mr. Tommaso Achille, to discuss the 128-acre development north of the Berry Creek Subdivision (the Beazer homes project) and MUD 51. During the workshop, it was discussed that they would be petitioning the City for annexation of this tract, and that ultimately, this tract would be annexed into MUD 51. This is the other tract that is the subject of the *Lift Station/Force Main Oversize Cost Participation Agreement* with Brazoria County Municipal Utility District 51 and Beazer Homes Texas, L.P. that Council approved at the November 20, 2025 regular Council Meeting.

Council passed Resolution 25-R-30 on December 4, 2025, setting a public hearing for December 18, 2025. The public hearing was published and notices were sent, all in accordance with the Texas Local Government Code.

This Ordinance officially annexes the land into the corporate boundaries of the City. Staff recommends approval.

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: 12/11/2025 SLH

Finance Review Required: N/A Required

Date Completed: CT 12/15/2025

Supporting documents attached:

1. Ord 25-GG; Achille Verona Annexation
2. Exhibit A - Metes and Bounds Description
3. Map
4. Exhibit B - Municipal Services Plan
5. Ltr. to City of Alvin re Petition to annex_signed

Recommendation: Move to approve Ordinance 25-GG of the City Council of the City of Alvin, Texas, annexing approximately 128.5284 acres of land into the corporate limits of the City; approving a Service Plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

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

ORDINANCE 25-GG

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ANNEXING AN 128.5284 ACRE TRACT OF LAND, LOCATED ALONG STATE HIGHWAY 6, INTO THE CORPORATE LIMITS OF THE CITY OF ALVIN; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the “City”), is a home-rule municipality authorized by State law and Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, on about November 14, 2025, the City received a request and petition for annexation from Tommaso Achille and Mary C. Achille, the owners of the property as hereinafter described, in compliance with the Texas Local Government Code and Section 5 of Article I of the City Charter;

WHEREAS, the property, as hereinafter described, is adjacent to the present City limits;

WHEREAS, the City Council authorized the commencement of annexation proceedings with respect to the subject property described in Exhibit A on December 4, 2025, in Resolution 25-R-30;

WHEREAS, one (1) public hearing, publication, and notices were provided prior to consideration of this Ordinance, in accordance with the Texas Local Government Code;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B.”

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

Section 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the following described property not previously annexed by the City, (hereinafter referred to as the “Annexed Property”), is hereby annexed into the corporate limits of the City of Alvin:

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tammaso [sic] Achille and Mary C. Achille as recorded under Clerk’s File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas, and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed

Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas.

Section 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B."

Section 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B," and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Alvin.

Section 6. That the Annexed Property shall be assigned to Council District A.

Section 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 9. That it is hereby officially found and determined that the meeting at which this Ordinance is 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.

PASSED and APPROVED on the 18th day of December 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

EXHIBIT A

METES AND BOUNDS DESCRIPTION

128.5284 ACRES

BRAZORIA COUNTY, TEXAS

November 7, 2025

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tammaso Achille and Mary C. Achille as recorded under Clerk's File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

COMMENCING at a point in the called centerline of County Road 149, the south corner of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas;

THENCE North 38°33'44" East, along the southeast line of said Lot 48, Wellman Subdivision and along the centerline of Cardinal Drive (Dirt Road), for a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for the **POINT OF BEGINNING** of herein described tract of land at the northeast corner of a called 20-foot strip of land dedicated to Brazoria County as recorded under Volume 717, Page 8 of the Deed Records of Brazoria County, Texas;

THENCE North 51°09'03" West, along the north line of said 20-foot strip, for a distance of 862.00 feet to a 5/8-inch iron rod with cap found for corner at the south corner of Lot 2, Block 1 of Achille Estates as recorded under Plat Number 2015043999 of the Plat Records of Brazoria County, Texas;

THENCE North 38°34'18" East, along the southeast line of said Lot 2, Block 1 of Achille Estates, for a distance of 639.75 feet to a 5/8-inch iron rod found for corner at the easternmost corner of said Lot 2;

THENCE North 51°07'52" West, along the northeasterly line of Lot 2 of said Achille Estates, for a distance of 170.13 feet to a ½-inch iron rod with cap found at the northernmost corner of said Lot 2 and being situated in the southeast line of a called 0.955 acre tract as conveyed by General Warranty Deed dated March 26, 2012 to Cristino Garcia and Ana Maria Garcia as recorded under Clerk's File No. 2012012467 of the Official Public Records Real Property, Brazoria County, Texas and being the westernmost corner of Lot 49 of said Wellman Subdivision;

THENCE North 38°31'28" East, along the northwest line of Lot 49 of said Wellman Subdivision, for a distance of 824.27 feet to a ½-inch iron rod found at the northernmost corner of said Lot 49, from which a 5/8-inch iron rod was found bearing South 35°56'34" West, 14.20 feet at the easternmost corner of a called 0.735 acre tract as conveyed by Deed of Trust dated February 23, 1991 to Ricardo Coronado and Pauline R. Coronado as recorded under Clerk's File No. 1991006565 of the Official Public Records Real Property, Brazoria County, Texas;

THENCE along the monumented and occupied east line of Lot 58 of said Wellman Subdivision the following three (3) courses:

- 1) North 02°36'39" West, for a distance of 418.00 feet to a ½-inch iron rod found at the northeast corner of a called 1.0260 acre tract as conveyed by a Deed to Iglesia Fuente De Agua Viva recorded under Clerk's File No. 2016030956 of the Official Public Records Real Property, Brazoria County, Texas;
- 2) North 04°28'01" West, for a distance of 241.26 feet to a ½-inch iron rod with cap found at the northernmost corner of a called 1,349.64 square foot tract (Tract II) as conveyed by Warranty Deed to Martin Coronado recorded under Clerk's File No. 2021045919 of the Official Public Records Real Property, Brazoria County, Texas;
- 3) North 07°13'53" West, for a distance of 82.18 feet to a ¾-inch iron pipe found at the northwest corner of Lot 52 of said C.M. Harrison Subdivision;

THENCE North 86°30'36" East, along the north line of said Lots 42, 48 and 52 of said C.M. Harrison Subdivision, for a distance of 2,309.84 feet to a ½-inch iron rod with cap found at the northeast corner of Lot 42 of said C.M. Harrison Subdivision situated in the southwest right-of-way line of G.C. & S.F. Railroad

THENCE South 16°31'29" East, along the southwest right-of-way line of said G.C. & S.F. Railroad and the northeast line of said C.M. Harrison Subdivision, for a distance of 1,915.82 feet to a ¾-inch iron pipe found at the southeast corner of Lot 44 of said C.M. Harrison Subdivision and the northeast corner of a called 107.1041 acre tract as conveyed by Special Warranty Deed dated February 14, 2024 to Beazer Homes Texas, L.P., as recorded under Clerk's File No. 2024006584 of the Official Public Records Real Property, Brazoria County, Texas;

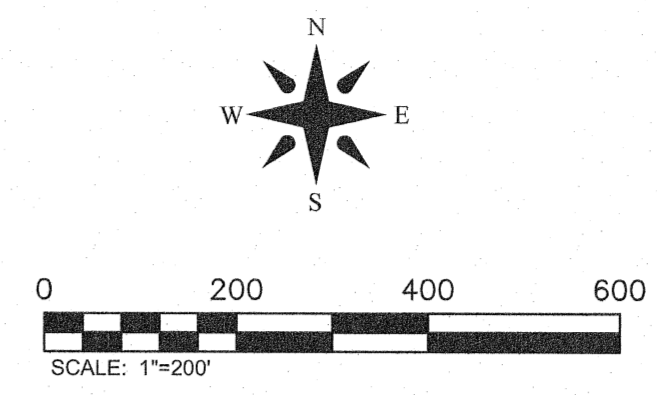
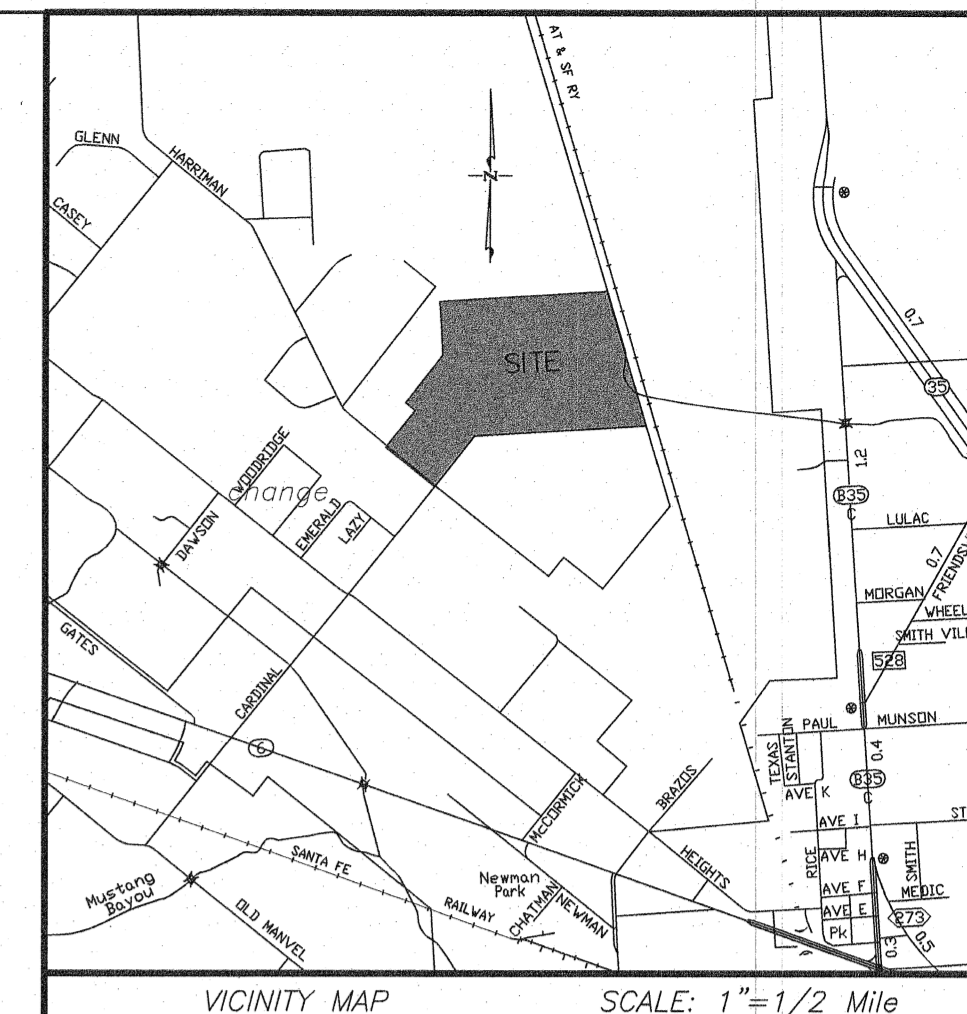
THENCE South 86°30'31" West, along the south line of said C.M. Harrison Subdivision and along the north line of said 107.1041 acre tract, for a distance of 2,363.41 feet to a 5/8-inch iron rod with cap found at the northwest corner of said 107.1041 acre tract;

THENCE South 38°33'44" West, along the northwest line of said 107.1041 acre tract and along the southeast line of Lot 48 of said Wellman Subdivision, for a distance of 885.15 feet to the **POINT OF BEGINNING** of herein described tract and containing 128.5284 acres or 5,598,695 square feet of land.

This description was prepared in connection with a Survey Map prepared by Benchmark Engineering Corporation. Job No. 25015.


Saib Y. Saour, R.P.L.S.
Texas Registration No. 3540
TBPLS Firm Registration Number 10009000





LINK	BEARING	DISTANCE
L1	N 51°07'52" W	170.13'
L2	N 07°13'53" W	82.18'

METES AND BOUNDS DESCRIPTION
128.5284 ACRES
BRAZORIA COUNTY, TEXAS

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 20, 1992 to Tommaso Achille and Mary C. Achille as recorded under Clerk's File No. 92-024540 of the Official Public Records of Real Property, Brazoria County, Texas and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACHIBS Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas, and being more particularly described by metes and bounds as follows: (all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone No. 4204).

COMMENCING at a point in the called centerline of County Road 149, the south corner of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas;

THENCE North 38°33'44" East, along the southeast line of said Lot 48, Wellman Subdivision and along the centerline of Cardinal Drive (Dirt Road), for a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for the **POINT OF BEGINNING** of herein described tract of land at the northeast corner of a called 0.935 acre tract as conveyed by General Warranty Deed dated March 26, 2012 to Cristian Garcia and Ana Maria Garcia as recorded under Clerk's File No. 2012012467 of the Official Public Records of Real Property, Brazoria County, Texas;

THENCE North 51°09'03" West, along the north line of said 20-foot strip, for a distance of 862.00 feet to a 5/8-inch iron rod with cap found for corner at the south corner of Lot 2, Block 1 of Achille Estates as recorded under Plat Number 2015043999 of the Plat Records of Brazoria County, Texas;

THENCE North 38°34'18" East, along the southeast line of said Lot 2, Block 1 of Achille Estates, for a distance of 639.75 feet to a 5/8-inch iron rod found for corner at the east corner of said Lot 2;

THENCE North 51°07'52" West, along the northeasterly line of Lot 2 of said Achille Estates, for a distance of 170.13 feet to a 1/2-inch iron rod with cap found at the northeast corner of said Lot 2 and being situated in the southeast line of a called 0.935 acre tract as conveyed by General Warranty Deed dated March 26, 2012 to Cristian Garcia and Ana Maria Garcia as recorded under Clerk's File No. 2012012467 of the Official Public Records of Real Property, Brazoria County, Texas and being the western corner of Lot 49 of said Wellman Subdivision;

THENCE North 38°31'28" East, along the northwest line of Lot 49 of said Wellman Subdivision, for a distance of 824.27 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 49, from which a 5/8-inch iron rod was found bearing South 35°56'34" W, 14.20 feet at the northeast corner of a called 0.935 acre tract as conveyed by Deed of Trust dated February 23, 1991 to Ricardo Coronado and Pauline R. Coronado as recorded under Clerk's File No. 1991006565 of the Official Public Records of Real Property, Brazoria County, Texas;

- THENCE** along the monumented and occupied east line of Lot 58 of said Wellman Subdivision the following three (3) courses:
- 1) North 02°36'39" West, for a distance of 418.00 feet to a 1/2-inch iron rod found at the northeast corner of a called 1.0260 acre tract as conveyed by a Deed to Iglesia Feunte De Agua Viva recorded under Clerk's File No. 2016030956 of the Official Public Records of Real Property, Brazoria County, Texas;
 - 2) North 04°28'01" West, for a distance of 241.26 feet to a 1/2-inch iron rod with cap found at the northeast corner of a called 1.34964 square foot tract (Tract II) as conveyed by Warranty Deed dated under Clerk's File No. 2021049319 of the Official Public Records of Real Property, Brazoria County, Texas;
 - 3) North 07°13'53" West, for a distance of 82.18 feet to a 1/2-inch iron pipe found at the northwest corner of Lot 52 of said C.M. Harrison Subdivision;

THENCE North 86°30'36" East, along the north line of said Lots 42, 48 and 52 of said C.M. Harrison Subdivision, for a distance of 2,309.84 feet to a 1/2-inch iron rod with cap found at the northeast corner of Lot 42 of said C.M. Harrison Subdivision situated in the southeast right-of-way line of G.C. & S.F. Railroad.

THENCE South 16°21'29" East, along the southwest right-of-way line of said G.C. & S.F. Railroad and the northeast line of said C.M. Harrison Subdivision, for a distance of 1,915.82 feet to a 1/2-inch iron pipe found at the southeast corner of Lot 44 of said C.M. Harrison Subdivision and the northeast corner of a called 107.1041 acre tract as conveyed by Special Warranty Deed dated February 14, 2024 to Boazer Homes Texas, L.P., as recorded under Clerk's File No. 2024006584 of the Official Public Records of Real Property, Brazoria County, Texas;

THENCE South 86°30'31" West, along the south line of said C.M. Harrison Subdivision and along the north line of said 107.1041 acre tract, for a distance of 2,363.41 feet to a 5/8-inch iron rod with cap found at the northwest corner of Lot 48 of said C.M. Harrison Subdivision;

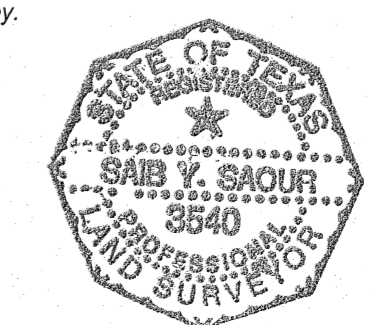
THENCE South 38°33'44" West, along the northwest line of said 107.1041 acre tract and along the southeast line of Lot 48 of said Wellman Subdivision, for a distance of 885.15 feet to the **POINT OF BEGINNING** of herein described tract and containing 128.5284 acres or 5,598,695 square feet of land.

- Notes:**
- 1) Property surveyed is subject to the Zoning and/or Ordinances now in force for the City of Alvin, County of Brazoria, Texas.
 - 2) This survey was prepared with the benefit of a "Title Report" by Alamo Title Insurance, GF no. ATCH-80F-ATCH25141612-MA, with an effective date May 8, 2025 and an issue date of May 14, 2025. Encumbrances shown hereon are based on information available to surveyor at the time of survey. A title or abstracting report may disclose additional encumbrances to property.
 - 3) Property is situated within ZONE "X" and AO (depth-1), according to the (FIRM) Flood Insurance Rate Map No. 48039C0135K, effective date 12/30/2020 as published by the Federal Emergency Management Agency (FEMA).
 - 4) According to the above said Title Report, this survey is subject to the following encumbrances:
- SCHEDULE B ITEMS:**
- Item 1, Schedule B is hereby deleted.
- a. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
 - b. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - i. Rights of parties in possession.
 - ii. Item intentionally deleted.
 - iii. An exclusive and perpetual easement and right-of-way granted to Brazoria County Conservation and Reclamation District Number Three in instrument filed for record under Brazoria County Clerk's File No. 96-022386, said easement being described by metes and bounds therein. (depicted hereon)
 - iv. Easement for roadway twenty (20) feet in width as set forth and defined in instrument recorded in Volume 717, Page 8 of the Deed Records of Brazoria County, Texas. (depicted hereon)
 - v. Electric line easement sixteen (16) feet in width granted to Texas-New Mexico Power Company, as set forth and defined in instrument filed for record under Brazoria County Clerk's File No. 97-026490. (depicted hereon)
 - vi. Unlocated pipeline easement granted to All American Pipeline Company by instrument recorded in Volume 88597, Page 699, Official Records, Brazoria County, Texas. (As to 7.03 acres; unable to depict hereon)
 - vii. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 554, Page 523 of the Deed Records of Brazoria County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (blanket in nature; unable to depict hereon)
 - viii. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 554, Page 523 of the Deed Records of Brazoria County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (blanket in nature; unable to depict hereon)
 - ix. Lease for oil, gas or other minerals, together with rights incident thereto, dated January 22, 1953, recorded in Volume 550, Page 251 of the Deed Records of Brazoria County, Texas. Said lease assigned to Union Producing Company by instrument recorded in Volume 560, Page 260 of the Deed Records of Brazoria County, Texas. Reference to which instrument is made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (blanket in nature; unable to depict hereon)
 - x. Terms, conditions and stipulations contain in that certain Affidavit to the public for onsite sewer waste facilities, as set forth by instrument filed for record under Brazoria County Clerk's File No. 2005003876. (blanket in nature; unable to depict hereon)
 - xi. Any portion of the Land located within the boundaries of any roadway or highway.
 - xii. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
 - xiii. The following matters, and all rights related thereto, as shown on survey dated May 2025 signed June 10, 2025, by Saib Y. Saour, R.P.L.S. No. 3540, Job No. 25015: (depicted hereon)
 - i. Houston Pipeline traversing the northern portion of the subject property.
 - ii. Overhead power line, power poles, meter, and guy wire along the southeast property line.
 - iii. Unimproved platted road traversing the subject property in a north and south direction.
 - iv. 50' wide road (Book 46, Page 7, B.C.D.R.) along the South property line.
 - v. Gravel road protruding outside the southern property line together with possible rights of others in and to same.
 - vi. A ditch traversing in an east and west direction along the southern portion of the subject property.
 - xiv. Multiple swales along the southern portion of the subject property.
 - xv. Fences do not follow the property lines.
 - xvi. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:
 - i. Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure against improvements, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.
 - ii. Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
 - xvii. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.
 - xviii. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

To: KB Home Lone Star Inc. and Alamo Title Company.

This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1a Condition II (Land Title) Survey.

Saib Y. Saour, R.P.L.S.
Texas Registration No. 3540
TBPLS Firm Registration No. 10009000



BENCHMARK ENGINEERING CORPORATION™
CONSULTING PLANNING SURVEYING
TBPLS REG. NO. F-6788 TBPLS REG. NO. 1000900
2401 POUNDVIEW DRIVE, SUITE 500
HOUSTON, TX 77057 (713) 961-9928

LAND TITLE SURVEY OF
128.5284 ACRES
A.C.H.B SURVEY, A-412 AND
HOOPER & WADE SURVEY A-485
BRAZORIA COUNTY, TEXAS

DRAWN BY: SJ-DH DATE: 11/7/2025 SCALE: 1"=200'
CHECKED BY: MH JOB No. 25015 SHEET No. _____

EXHIBIT B

**MUNICIPAL SERVICES PLAN BETWEEN
THE CITY OF ALVIN, TEXAS AND
TOMMASO ACHILLE AND MARY C. ACHILLE**

This Municipal Services Agreement (“Agreement”) is entered into on December 18, 2025, by and between the City of Alvin, Texas (the “City”) and Tommaso Achille and Mary C. Achille (together, the “Landowner”) (the City and the Landowner are hereinafter referred to collectively as the “Parties”), pursuant to Chapter 43 of the Texas Local Government Code (the “Code”). This Agreement relates to the annexation by the City (the “Annexation”) of the tracts of land originally described to the City in annexation request letters from the then-landowners (the “Property,” also referenced herein as the “annexed area”), which are attached hereto as Exhibits A and B.

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Landowner owns the Property, containing certain parcels of land situated in Brazoria County, Texas, which consists of approximately 128.5284 acres of land in the City's extraterritorial jurisdiction;

WHEREAS, the Landowner submitted a written request with the City for the Annexation of the Property;

WHEREAS, the City and the Landowner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation and execution of this Agreement are subject to approval by the Alvin City Council.

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, the City and the Landowner agree as follows:

I. **EFFECTIVE TERM.** This Agreement shall be in effect for a period of twenty (20) years, commencing on the effective date of the Annexation, unless otherwise stated in this Agreement. Renewal of the Agreement shall be at the option of the City or the Landowner by submitting a renewal request. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Agreement and specifically renews this Agreement for a stated period of time, which shall not be unreasonably withheld.

II. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. It is not the intent of this Agreement to require that a uniform level of service be provided to all areas of the City, including the Property, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

III. **MUNICIPAL SERVICES.**

A. **General.** As used in this Agreement, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Agreement. This may include, but is not limited to, causing or allowing private utilities, other governmental entities, or other public service organizations to provide such services, in whole or in part.

B. **Services To Be Provided.** Commencing on the effective date of the Annexation, the City must provide to the Property: police protection; fire protection; emergency medical services; solid waste collection; operation and maintenance of water and wastewater facilities in the annexed area; operation and maintenance of roads and streets, including lighting; and maintenance of any other publicly owned facility, building, or service.

1. **Police Protection.** The Alvin Police Department will provide police protection and law enforcement services within the Property upon the effective date of the Annexation. These activities will include routine patrols and responses, handling of complaints and incident reports, investigations, and, as appropriate, support by special units. In order to provide the above-referenced services, the Alvin Police Department will operate from a City facility. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. Fire Protection. The Alvin Volunteer Fire Department will provide fire protection services within the Property upon the effective date of the Annexation. Fire prevention activities will be provided by the City Fire Marshal's office.

3. Emergency Medical Services. Emergency medical services will be provided within the Property upon the effective date of the Annexation by the City's Emergency Medical Services Department on the same basis as the areas within the City limits.

4. Solid Waste Collection. Solid waste collection service will be provided within the Property upon the effective date of the Annexation on the same basis of service that like-kind structures currently within the City limits receive.

5. Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area. Upon the effective date of the annexation, all new buildings shall be required to connect to the City's water and sewer systems at each building owner's expense. If any such facilities are found to already exist, or are constructed or acquired by the City within the Property or off-site to serve the Property with Water and Wastewater Facilities, the City will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, land use, and population density as those reasonably contemplated or projected within the Property.

6. Operation and Maintenance of Roads and Streets. Maintenance of the street facilities will be provided by the City upon the effective date of the Annexation. The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to City traffic control devices. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, land use, and population density as those reasonably contemplated or projected within the Property.

7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Any facility, building, or service existing or which may be constructed or located by the City within the Property will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such

facilities in other parts of the City with similar topography, land use, and population density as those reasonably contemplated or projected within the Property.

C. Code Enforcement Services.

1. Enforcement of the City's ordinances will be provided within the annexed area on the effective date of the annexation ordinance for the Annexation. These ordinances and other regulations will be enforced using existing personnel.

2. Complaints of ordinance violations or other code violations within the annexed area will be answered and investigated by existing personnel on the effective date of the annexation ordinance for the Annexation.

3. Animal Control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance for the Annexation using existing personnel and equipment.

D. Miscellaneous. General municipal administration and administrative services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance for the Annexation.

IV. GOVERNING LAW AND VENUE. If this Agreement is litigated, venue shall be in the state courts located in Brazoria County, Texas, or the United States District Court for the Southern District of Texas, Galveston Division, and construed in conformity with the provisions of Chapter 43 of the Code.

V. FORCE MAJEURE. In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as affected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, pandemics, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not

within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VI. NO WAIVER.

A. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

B. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

VII. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

VIII. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

IX. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Developer.

X. ENTIRE AGREEMENT. This Agreement supersedes all other negotiations, representations, plans, and agreements, whether written or oral. If one or more provisions of this Agreement is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Agreement shall remain valid and in full force and effect.

[EXECUTION PAGES FOLLOW]

Executed as of the day and year first above written, to be effective on the effective date of the Annexation of the Property.

THE CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST:

By: _____
Dixie Roberts, City Secretary

Tommaso Achille

Mary C. Achille

ABHR

HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Mai Lynn Womack
Legal Assistant
mwomack@abhr.com
(713) 800-8061

November 14, 2025

VIA FEDERAL EXPRESS

VIA EMAIL: droberts@cityhall.cityofalvin.com

Ms. Dixie Roberts
City Secretary and Assistant City Manager
City of Alvin
216 West Sealy Street
Alvin, TX 77511

Re: Petition for Annexation of 128.5284 acres (the "Land") into the City of Alvin

Dear Ms. Roberts:

Please find enclosed a Petition for Annexation into the corporate limits of the City of Alvin, TX (the "City"). The Land is currently in the extraterritorial jurisdiction of the City. We respectfully request that this be placed on the next earliest agenda for consideration by the Mayor and City Council.

Should you have any questions, or need additional information, please feel free to call me at (713) 800-8061 or the attorney, Katie Sherborne, at (713) 860-6467. Thank you for your attention to this matter.

Sincerely,



Mai Lynn Womack

Enclosure

cc via email: Ms. Suzanne Hanneman, City Attorney

Mr. Junru Roland, City Manager

Ms. Katie Sherborne (Firm)

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
(972) 823-0800

abhr.com



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Ordinance 25-HH, approving the Plan of Development for a Planned Unit Development, on certain property consisting of a 128.5284-acre tract located in the limits of the City of Alvin, Texas, North of Highway 6, East of Harriman Road, North of Cardinal Drive; amending all ordinances or parts of ordinances in conflict herewith; providing for severability; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing for other matters related thereto.

Type of Item: Action Item

Summary: The Planned Unit Development (PUD) establishes comprehensive guidance and regulations for the Verona Tract Development. The intent of the PUD is to provide a means by which development may occur in an orderly and responsible manner, by establishing guidelines that ensure quality development and specifically address the goals of both the City and the Developer.

The proposed PUD helps to develop and improve the property as a single-family residential development and other uses permitted in the PUD. Sections of the PUD document:

- * The Development Plan: consisting of general provisions and development standards
- * The Development Regulations: consisting of design guidelines and development standards for residential and park areas
- * The Development Administration & Amendments: consisting of proposed amendments to the City Code of Ordinances, project specific regulations, and administrative approval

Ordinance Reference	Requested Variance	Developer's Reason for Variance Request
Section 21-110 – Planned unit developments	The developer intends to provide a trail system within the pipeline easement	The tract is bisected by a large pipeline easement and to help promote pedestrian circulation, the developer proposes to provide a trail system within the pipeline easement.
Section 21-110 – Planned unit developments	The average lot width for single family lots shall be 58.79 feet	Needed to achieve a variety of housing products
Section 21-110 – Planned unit developments	The designated parkland areas will contain 1 of the 2 required amenities.	Drainage ways, detention areas and easements will be utilized as greenbelts that connect the

		entire community and therefore should be considered as an amenity.
Section 21-36 – Blocks	Allow a 2,600-foot block length (exceeding the 1,200' block-length max)	Due to the railroad and existing property surrounding the tract, there is only a small portion where a stub street is possible.
Section 16.77 a(1)	Allow 20-foot setback from the pipeline and 0-foot from the pipeline easement	Allows for higher flexibility and more buildable acreage

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:** 12/11/2025 SLH
Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

1. Ordinance 25-HH; Verona PUD
2. Exhibit A; Verona PUD
3. Exhibit B; Metes & Bounds

Recommendation: Move to approve Ordinance 25-HH, approving the Plan of Development for a Planned Unit Development, on certain property consisting of a 128.5284-acre tract located in the limits of the City of Alvin, Texas, North of Highway 6, East of Harriman Road, North of Cardinal Drive; amending all ordinances or parts of ordinances in conflict herewith; providing for severability; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; 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-HH

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, APPROVING THE PLAN OF DEVELOPMENT FOR A PLANNED UNIT DEVELOPMENT, ON CERTAIN PROPERTY CONSISTING OF A 128.5284-ACRE TRACT LOCATED IN THE LIMITS OF THE CITY OF ALVIN, TEXAS, NORTH OF HIGHWAY 6, EAST OF HARRIMAN ROAD, NORTH OF CARDINAL DRIVE; AMENDING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the “City”), has provided for the creation of a Planned Unit Development (“PUD”) pursuant to Section 21-110 of the Code of Ordinances of the City (the “Code of Ordinances”); and

WHEREAS, in connection with the foregoing, Developer has prepared the plans for a PUD attached hereto as **Exhibit A** (the “Plan of Development”) for approval by the City Council of the City (the “City Council”); and

WHEREAS, the Developer’s intended purpose of the PUD is to develop and improve the Property as a single-family residential development, and other uses permitted in accordance therewith; and

WHEREAS, the City Council has concluded that the development of the Property resulting from the creation of the PUD will, among other benefits, provide further growth of the City; and

WHEREAS, in consideration of the foregoing, the City Council deems it in the public’s interest to grant Developer’s request to approve a PUD, subject to the conditions set forth below.

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

Section 1. That the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Ordinance.

Section 2. That a PUD is hereby approved for the following described Property:

A 128.5284 ACRE TRACT LOCATED IN THE LIMITS OF THE CITY OF ALVIN, TEXAS, NORTH OF HIGHWAY 6, EAST OF HARRIMAN ROAD, NORTH OF CARDINAL DRIVE

subject to the following conditions:

- (a) Approval of the PUD shall not relieve the Developer from complying with all other applicable sections of the Code of Ordinances and any other regulations of the City, unless such relief is specified in the PUD.

(b) The development of the Property shall conform to the development regulations and development standards included in the PUD.

(c) Major changes to the PUD shall be amended by ordinance, and any amendment shall include all sections or portions of the PUD that are affected by such amendment.

Section 3. Except as amended herein or in the Plan Unit Development, all other provisions of the Code of Ordinances shall remain in full force and effect. If a provision in the Code of Ordinances conflicts with a provision in the Plan Unit Development, the Plan Unit Development shall govern; provided that variances to the Code of Ordinances shall only be permissible with respect to the Property.

Section 4. 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 5. If an issue, condition, or situation arises that is not addressed or understandable in the Plan Unit Development, then the regulations set forth in the Code of Ordinances that are applicable to the most similar issue, condition, or situation shall apply.

Section 6. 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 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the *Texas Local Government Code*, and the *City of Alvin Charter*.

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 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*.

PASSED AND APPROVED on this 18th day of December 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit A

Verona Tract Planned Unit Development District

Submitted to:

The City of Alvin



August 2025

Prepared for:



Prepared by:



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I. INTRODUCTION

A. Summary

The Planned Unit Development District (“PUD”) establishes comprehensive guidance and regulations for the Verona Tract (“Tract”). The tract is comprised of approximately ±128 acres of privately owned land within the City of Alvin’s Extraterritorial Jurisdiction, with the intent of annexing into the City Limits.

The intent of this document is to provide a means by which development may occur in an orderly and responsible manner by establishing guidelines that ensure quality development and specifically address the goals of both the City and the Developer, as defined below.

B. Definitions

1. *City* - the City of Alvin, Texas.
2. *Development Plan* - a guide provided to clarify planning considerations within the PUD. It describes the goals, objectives, and policies of the PUD, and it clearly illustrates the design principles of the community.
3. *Developer* – KB Home
4. *ETJ* - the extraterritorial jurisdiction of a municipality.
5. *PUD* - the Planned Unit Development District described herein.
6. *Tract* - the approximately ±128 acres east of Harriman Road and north of Cardinal Drive.

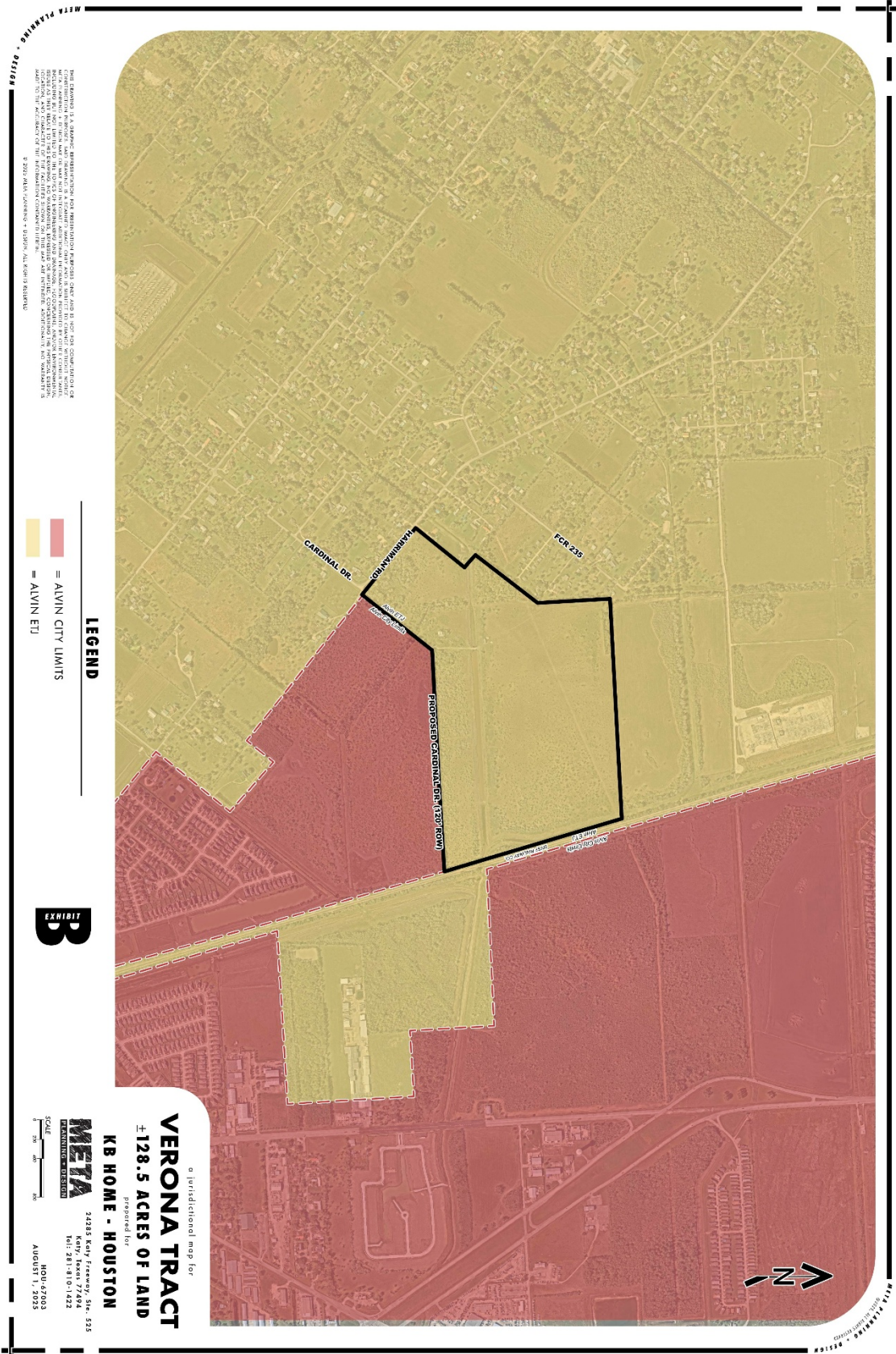
Additional defined terms are located under Part III - Development Agreements, Section D - Definitions.

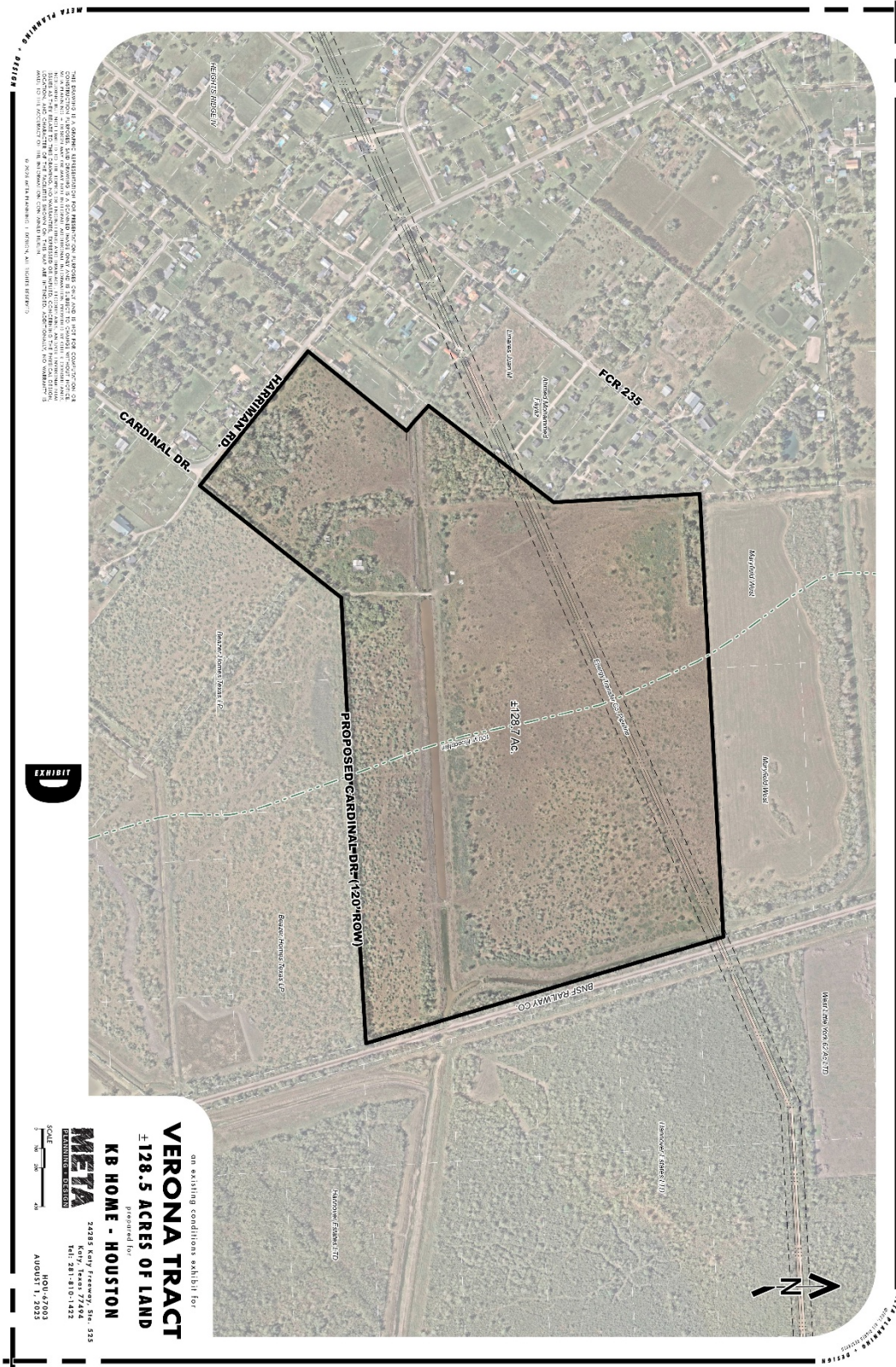
C. Purpose of the Planned Unit Development

The PUD will create a cohesive community atmosphere that will complement and bring to life the City's vision for the future of this region of Alvin. In planning this development, the Developer reached out to the City for its goals for Alvin. The guidelines within this PUD will create regulations that will ensure the quality and character desired by both the City and Developer.

D. Surrounding Land Use and Existing Conditions

The majority of the properties surrounding the Tract are undeveloped with some existing large lot single-family and agricultural fields nearby. There are multiple pipeline easements and drainage canals that bisect the Tract.





II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations within the PUD to guide the implementation of the vision for the community. It also will establish a framework for the Tract by identifying the type, location, and projected density of the various land uses proposed within.

This Plan describes the goals, objectives, and policies of the PUD, and it clearly illustrates the design principles of the community.

B. Goals & Objectives

The main goal of the PUD is to create a master planned community that features a mixture of uses and a variety of housing types that encourage attractive and sustainable neighborhoods and attract investment to the area while enhancing the natural environment.

Key objectives have been established to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character

A strong community character will be created by the extensive open space system which will offer pedestrian and bicycle neighborhood connectivity within the community as well as access to daily activities within the planned Community Nodes, thus reducing dependency on vehicular travel.

Strategically located public gathering areas will encourage community activities and enhance the City Council's vision for Alvin's quality of life. A focus on community interaction with the natural environment will be the guiding principle for development.

In addition, the implementation of a community theming plan will identify placemaking opportunities within phases that will help establish a strong sense of place by assuring design and visual continuity throughout the community.

2. Provide a Variety of Housing Types

Providing variation of housing types will create a community that attracts individuals from all stages of life, age, income, as well as religion and culture. The establishment of this well-balanced population base is critical to the long-term sustainability of the Tract, and it will enhance the social and economic base of the community and complement all of Alvin.

3. Ensure Quality Development

The Development Plan will ensure the quality of development through the establishment of design guidelines for the community that regulate architectural standards, landscaping, signage, and other common elements within the development. The comprehensive set of Community Design Guidelines will be prepared as a standalone document.

4. Provide for Orderly Growth

The Development Plan will provide for orderly growth by being sensitive to the natural drainage features of the site. Buffering between different land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

In addition, the Development Plan will help the City achieve a highly efficient and cohesive public infrastructure system to better serve the long-term growth for Alvin.

C. Preliminary Land Use Plan

1. Proposed Uses & Densities

Successful communities provide a variety of uses and housing options to attract residents from all stages of life, age, income, as well as gender, race, religion and culture. The proposed land uses will help to achieve a variety of housing choices in order to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Land uses proposed for the Tract consist of Residential (R)), and Parks & Open Space (P-OS). The following is a brief description of these proposed uses.

Residential (R) uses:

Single Family Residential - The Single-Family Residential (SFR) category is intended for the development of detached, single family dwelling units. Lot sizes within the Single-Family Residential category are intended to range in size from 50-foot-wide lots to 60-foot-wide lots with a minimum lot area of 6,000 square feet.

Parks & Open Space (P-OS) uses:

Parks & Open Space – The Parks & Open Space (P-OS) category is intended to provide for the development of drainage, park, and open space areas within the community.

Land uses may be relocated within the boundaries of the PUD depending on proposed alignments of roadways or any engineering constraints.

D. Benefits to the City of Alvin

The Development Plan will help meet the demand for quality residential development as the City continues to grow and will enable the City to achieve its vision for the future.

Master planned communities provide tremendous benefits for cities over traditional “piece-meal” development. Property values in master planned communities tend to be greater and more stable than property values outside of master planned communities, providing cities with a greater ability to plan and fund services. Additionally, residents of master planned communities typically call upon public services, including public safety, at a lower rate than in other areas that are not master planned, deed restricted, and managed by strong homeowner’s associations. Most importantly, master planned

communities bring stability and predictability that facilitate a city's long-range planning and financial objectives. As well as contributing the City's Major Thoroughfare Plan, which will help foster future connectivity.

The creation of a community park and other common open spaces within the Tract will enhance the quality of life in the City by promoting community activities and involvement. In addition, the Planned Unit Development will help create the "rooftops" necessary to drive the commercial development planned in Alvin which will generate sales tax and personal property tax revenue for the City.

Annexation into the city limits will generate additional tax revenue for the City. By providing increased water and sewer capacity to this area, there is potential for future development and further annexation to the north of this tract.

E. Transportation

The Development Plan will establish a cohesive transportation network designed to meet the mobility needs of the community and to complement the development in Alvin.

1. Existing Access

The Tract currently lies along Harriman Road as its southwest boundary and will take additional access from Cardinal Drive. An agreement with the adjacent property owner to the south regarding the construction of the ROW will be in place.

2. Street Hierarchy

The street system within the Tract will consist of a hierarchy of streets ranging from major thoroughfares/boulevards to local streets. The intent of the system is to establish a series of streets that are sized appropriately for the land uses that they serve and to direct traffic within the community to the collector streets and boulevards while creating safe streets within residential neighborhoods and surrounding properties. The following is a brief description of street types that may be implemented within the Tract:

Major Arterials – Divided roadway sections that are intended to serve as principal thoroughfares through the development.

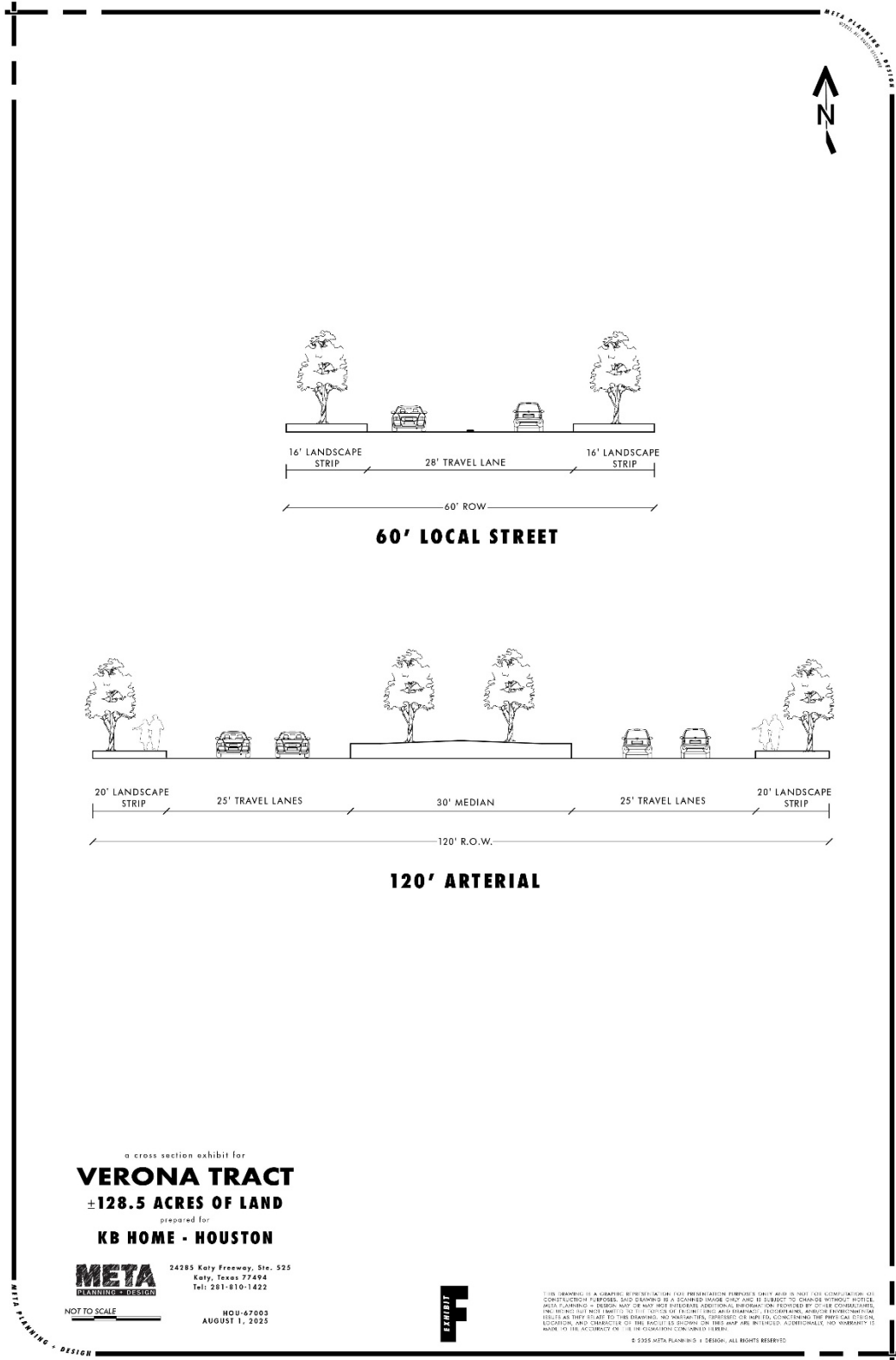
Local Streets – Local streets are designed to provide access to residential lots.

3. Minimum Right-of-Way Widths & Paving Sections

Streets within the Tract shall conform to the following standards:

TABLE 2		
Minimum Right-of-Way Width & Paving Sections		
	Minimum Right-of- Way Width	Standard Paving Section (Measured from back of curb to back of curb)
Arterial ¹	120 feet ²	Two 25-foot divided travel lanes 30-foot landscaped median
Local Street	60 feet	28 feet

- 1) Minor arterials may be constructed in phases.
- 2) May be widened to 120 feet at the intersection of Cardinal Drive.
- 3) A separate Utility Services Contract between the Developer and the City of Alvin will be established.



a cross section exhibit for
VERONA TRACT
 ±128.5 ACRES OF LAND
 prepared for
KB HOME - HOUSTON



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-610-1422

NOT TO SCALE

HQU-67003
 AUGUST 1, 2022



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4. Street Design Criteria

Streets within the project shall conform to the following standards:

a. *Cul-de-sacs:*

- Cul-de-sacs within residential areas shall be measured along the centerline of the street from the nearest intersecting street to the center of the terminus bulb. The maximum length of cul-de-sacs in residential areas shall not exceed 1,200 feet.
- Cul-de-sac bulbs shall have a street right-of-way diameter of at least one hundred (100) feet.
- Landscape islands having a maximum radius of sixteen (16) feet may be permitted within cul-de-sac bulbs.

b. *Intersections:*

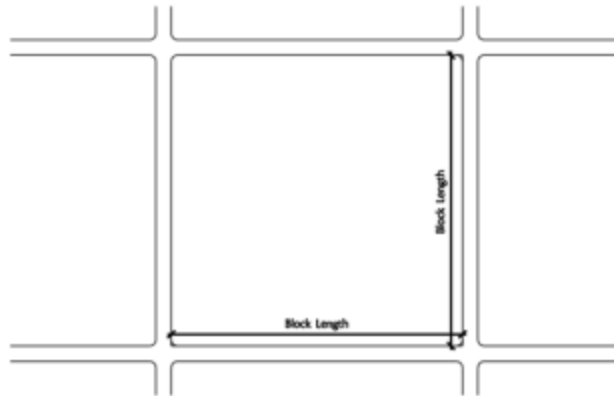
- Streets shall be designed to intersect as nearly as possible to right angles.
- No street shall intersect any other street at less than seventy (70) degrees.
- The minimum intersection spacing between local streets shall be 125 feet from centerline to centerline.

c. *Curves:*

- Major arterials shall have a minimum centerline radius of 1,500 feet.
- Curves along local streets shall have a minimum centerline radius of 100 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This standard shall not apply to "L type" intersections. "L type" intersections shall have a minimum centerline radius of 50 feet.

d. *Block Length:*

- Major arterials shall have a maximum block length of 2,600 feet with the following exceptions:
 - Major arterials that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.
 - Crossings of drainage channels or canals may only be required by streets that are identified on the City's Thoroughfare Plan.
 - The maximum block length along pipeline easements shall be 2,500 feet.
 - Block length shall be measured between intersections from edge of right-of-way to edge of right-of-way.



Traditional Block Length Measurement



Curvilinear Block Length Measurement

e. *Points of Access:*

- All subdivision sections containing more than three hundred (300) residential lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) 25-foot-wide travel lanes separated by a median shall be acceptable in all circumstances and shall be considered two points of access for these purposes, provided that the divided paving section extends to the first intersecting street.
- Connection to existing or proposed thoroughfares per the City of Alvin's Major Throughfare Plan shall satisfy two points of access.
- Points of access will be coordinated with developments adjacent to the Tract.

f. *Lot Frontage:*

- Each residential lot shall have frontage on a local street.
- Lots may not have direct vehicular access to a major arterial or collector roadway.

g. *Dead-End Streets:*

- Local streets may extend up to 150 feet without a turnaround.

5. Street Sidewalks

If sidewalks are provided, they shall be provided in accordance with the following schedule based on roadway type:

TABLE 3			
Sidewalk Requirements			
Street Type	Minimum Requirement		
Arterial	4-foot sidewalks may be provided on both sides of the street	OR	A 5-foot sidewalk may be provided on one side of the street
Local Street	4-foot sidewalks may be provided on both sides of the street	OR	A 5-foot sidewalk may be provided on one side of the street

Generally, sidewalks should be constructed within the right-of-way. Sidewalks adjacent to open space areas may meander between the right-of-way and open space when desired. When trails exist or are proposed on an adjacent reserve of open space area, sidewalks will not be required.

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space (P-OS) are the central feature of the City’s vision for Alvin and the community. The Development Plan will build upon the planned P-OS system that stretches throughout the community. The Development Plan will also provide connectivity to other developments in Alvin. Several drainage and open space areas may be created that will extend into the development.

The City’s PUD regulations require that not less than 7% of the total area of development be set aside for open space. Based on a total area of approximately 128 acres, the open space requirement for the Tract is 9.00 acres.

Approximately 36 acres of land is designated as P-OS. The following table indicates the amount of open space to be provided relative to the standard requirement.

TABLE 4			
Open Space			
	Required		Expected Acreage
Land Use	% of gross acreage	Acreage	
Parks & Open Space (POS)	7%	9.00	10.5

Other than a few private areas, such as a community park, there will be numerous open space areas and trails along the drainage areas and pipeline corridors that will allow general public use. Approximately ±36 acres of land within the Project is planned to be designated as parkland open space, as shown in Exhibit H, and will include a neighborhood park, pipeline easements corridors, detention basins, and landscape and open space

networks. The parkland requirement will be fulfilled with the implementation of the Parks and Open Space Plan (Exhibit H). All land which is dedicated for the purpose of fulfilling the parkland requirements will be credited at 100%, except for drainage/detention, creeks, and detention areas, which will be credited at 50%. Additionally, the amenities provided in those areas will including only a walking trail and/or a bench.

The drainage and detention system within the Plan of Development will be amenitized by providing open space and trail connectivity between the different land uses and neighboring developments. The drainage and detention areas will not only enhance the aesthetic quality of the environment, but they will also provide connectivity through the development and provide numerous opportunities for enjoyment by the residents.

The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual parks or open spaces may be moved or combined as the design and development of the Tract moves forward. City ordinances regarding park fees shall not apply if parkland requirement is met. Additionally, the developer will comply with the City's Planned Unit Development standards regarding the required amenities.

2. Trails

In addition to the required street sidewalks, the Development Plan will feature an extensive trail system that will extend throughout the community providing access to the various destination centers, including Community Nodes, commercial areas, recreation centers, schools, and parks. This system may be comprised of both paved and unpaved trails and will be linked to the required sidewalks throughout the community. The trail system within the Tract will be maintained by the City, one or more special districts to be created on the tract, or one or more homeowner associations.

All trails along roadways shall follow the guidelines as set forth in Table 3. All other trails not along roadways shall be a minimum of 4 feet in width.

G. Infrastructure

1. Municipal Utility Districts

The Tract will be served by one or more municipal utility districts. These districts will be responsible for the design and construction costs of certain public water, storm, drainage, streets, and recreation facilities for the project. The City will assume the maintenance and operation of the public water and sanitary sewer, storm drainage lines and streets.

2. Schools

The Tract is located within the Alvin Independent School District (“AISD”).

3. Homeowner’s Association & Architectural Review Committee

One or more Homeowners Associations (HOA) will be created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the City. The City will not be responsible for the enforcement of these private covenants.

In addition to the HOA, an Architectural Review Committee (ARC) will be established to ensure conformance to the development standards contained within the PUD and enforce design guidelines which may be established separately. All residential structures shall incorporate a three-sided brick facade on the first floor. This requirement applies to the front elevation and both side elevations at the ground level, with brick extending from finished grade to a minimum of the first-floor ceiling line. The rear elevation may be constructed with alternate exterior materials, provided such materials are consistent with the architectural character of the community and are approved by the Homeowner’s Association and the Architectural Review Committee.

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

The purpose of the development regulations is to serve as the primary means of achieving the goals and objectives of the Development Plan.

They are designed to establish clear minimum development standards while providing a reasonable amount of flexibility in order to accommodate future needs.

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of the Tract. Appendix 1 contains the legal description of the Tract. All construction and development within the PUD area shall comply with applicable provisions of the City codes and ordinances as they exist on the date of adoption of this PUD and the laws of the State of Texas, except as modified within the amended PUD. However, the City and Developer may agree otherwise in the future for any new ordinance or regulation that may be beneficial to opt into for the greater good of the Tract and may be done so in writing.

If specific development standards are not established or if an issue, condition, or situation arises or occurs that is not clearly addressed or understandable in the PUD, then those regulations and standards of the City codes and ordinances that are applicable for the most similar issue, condition, or situation may apply as determined by the City's Designated Official. An appeal of any determination regarding applicability may be made to the City Council.

This PUD may be amended by the same procedure as it was adopted, by ordinance. Each major amendment may include all sections or portions of the PUD that are affected by the change. Minor changes shall be defined as changes to the PUD that may be approved administratively. Changes to throughfare connection points shall constitute a minor change that may be approved administratively.

2. Additional Uses

In the event that a proposed use has not specifically been listed as being a permitted use in a particular land use category within the PUD, it may be the duty of the City's Designated Official to determine if said use is: 1) consistent with the intent of the zone; and 2) compatible with other listed permitted uses.

3. Non-Conforming Land Uses

Where, at the adoption of this PUD, a lawful use of land exists which would not be permitted by the regulations imposed by this PUD, such use may continue so long as it remains otherwise lawful, provided:

- No non-conforming use may be enlarged, increased, or extended to occupy a greater area of land than was originally occupied at the date of adoption of this PUD.
- No non-conforming use may be moved, in whole or in part, to any lot or parcel within the PUD.
- If any non-conforming use ceases for a period of more than 180 days, any subsequent use of the land shall conform to the regulations established by this PUD.
- No additional structures may be erected in connection with any non-conforming use that does not conform to the regulations established by this PUD.

4. Non-Conforming Structures

Where, at the adoption of this PUD, a lawful structure exists which would not be permitted by the regulations imposed by this PUD, such structure may continue to exist so long as it remains otherwise lawful, provided:

- No non-conforming structure may be enlarged, increased, or extended beyond its size at the date of adoption of this PUD.
- In the event that any non-conforming structure or non-conforming portion of a structure is destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, it may not be reconstructed except in conformity with the regulations established by this PUD.
- No non-conforming structure may be moved, in whole or in part, to any lot or parcel within the PUD.

5. Existing Utilities

Existing utilities and all uses allowed by existing easements shall continue to be permitted in all designations within the PUD.

6. Master Preliminary Plat

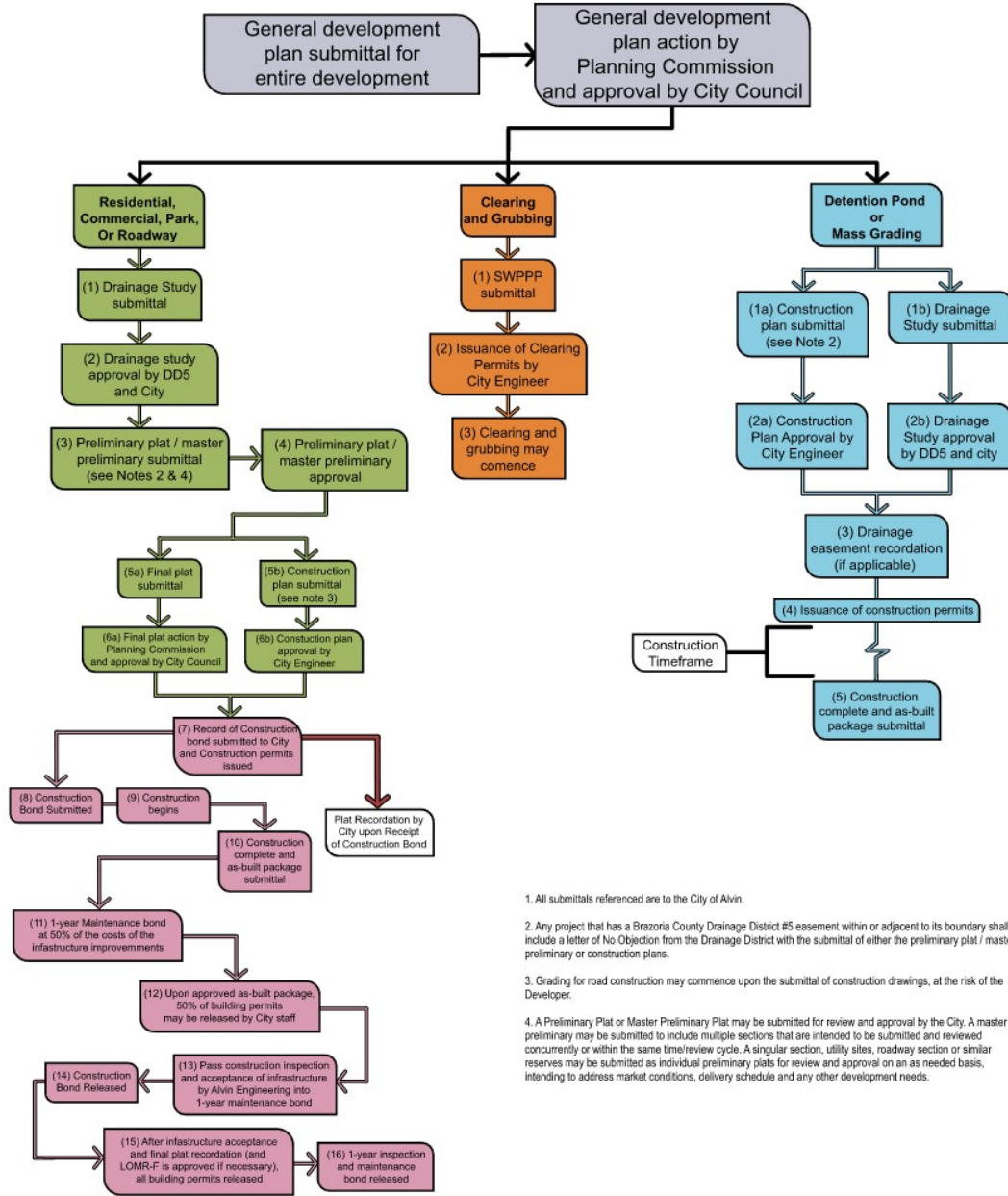
A Master Preliminary Plat illustrating all contiguous property under one ownership will be submitted to the City. The Master Preliminary Plat may show the following:

- The alignment of any major thoroughfares and collector streets in accordance with the City's Thoroughfare Plan.
- All recorded easements that are greater than 20 feet wide.
- Other proposed streets that will stub out to adjacent properties to demonstrate compliance with block length requirements.
- Proposed land uses and public facilities.

The City agrees to allow the Developer to follow a modified plan and plat process, as outlined in the proposed the Verona Tract Development Flowchart. If the Developer is

required by the City to enforce a construction bond as required under this Agreement due to noncompliance and/or willful negligence, the Developer agrees to thenceforth comply with City's ordinance specifically regarding plat recordation. All other modifications to the plan and plat process outlined in the Verona Tract Development Flowchart will still be in effect.

Verona Tract Development Flowchart



1. All submittals referenced are to the City of Alvin.
2. Any project that has a Brazoria County Drainage District #5 easement within or adjacent to its boundary shall include a letter of No Objection from the Drainage District with the submittal of either the preliminary plat / master preliminary or construction plans.
3. Grading for road construction may commence upon the submittal of construction drawings, at the risk of the Developer.
4. A Preliminary Plat or Master Preliminary Plat may be submitted for review and approval by the City. A master preliminary may be submitted to include multiple sections that are intended to be submitted and reviewed concurrently or within the same time/review cycle. A singular section, utility sites, roadway section or similar reserves may be submitted as individual preliminary plats for review and approval on an as needed basis, intending to address market conditions, delivery schedule and any other development needs.

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7. Temporary Uses

Temporary uses conducted in connection with the development of the property shall not require zoning permits from the City, but will require health and safety permits (electrical, plumbing, structural, HVAC, etc.). All temporary uses must be approved by the Developer or the Architectural Review Committee. These uses may include, but are not limited to:

- Sales office
- Construction office
- Manufactured dwelling units for development purposes (including dwelling units for MUD voters)
- Construction/storage yards
- Construction roads
- Fencing
- Water pumps and ponds
- Tree farms
- Concrete batch plants or rock crushing operations and equipment for the processing of on-site materials provided such operations:
 - a.) Maintain a 1,000-foot separation between all operations or storage and the nearest occupied residence;
 - b.) Do not include the import or export of materials except as to be used on the property or for off-site improvements related to the project; and
 - c.) Are enclosed by a solid fence having a minimum height of six (6) feet.

8. Design Guidelines

Design guidelines will be created which will address site and building design within the Tract. The purpose of these guidelines will be to preserve the character of the Tract by establishing high quality design standards for development. Copies of these guidelines will be provided to the City at a later date.

9. Lighting

All lighting within the Tract will be subject to standards established in the project design guidelines. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

10. Signage

All signage within the Tract will be subject to standards established in the project design guidelines. These standards will help to ensure that attractive, high-quality signage is provided throughout the community.

C. Development Standards

1. Residential (R)

a. Single Family Residential (SFR)

Purpose: The Single-Family Residential category is intended for the development of detached, single-family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Permitted uses:	Accessory structures Community centers Entry features & monuments Institutional uses Minor utilities Open space Parks Recreational facilities Single family homes Temporary uses Home Occupations
Minimum Lot Area:	6,000 square feet
Minimum Lot width:	50 feet at the building setback line
Minimum Setbacks:	
Front:	25 feet 20 feet on cul-de-sacs and knuckles, regardless of lot width
Rear:	10 feet**
Side*:	5 feet**
Corner:	15 feet*

*Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street shall be set back a minimum of ten (10) feet.

**One story accessory structures shall be setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Three (3) stories or thirty-five (35) feet, whichever is greater, measured at the eaves.

Minimum Pipeline* Setbacks:

Measured from Pipeline: 20 feet

Measured from Easement: 0 feet

2. Parks & Open Space (P-OS)

Purpose: The Parks & Open Space category is intended to provide for the development of recreation and open space areas within the community.

Permitted uses:

- Community centers
- Drainage ponds and channels
- Entry features & monuments
- Minor utilities
- Open space
- Parks
- Public facilities, excluding major utilities
- Recreational facilities
- Telecommunication towers
- Temporary uses
- Trails
- Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

Along Major Arterials: 25 feet

Along other streets: 10 feet

Rear: 10 feet

Side: 10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

Max. Building Height: Three (3) stories or thirty-five (35) feet, whichever is greater, measured at the eaves.

Additional Requirements: Telecommunication towers shall not exceed eighty (80) feet in height and may be set back from property lines a distance equal to or greater than the height of the tower.

D. Definitions

Accessory structure – any above ground structure that is (1) incidental to and customarily associated with the main structure on the site, and (2) located on the same lot as the principal building. Accessory structures may include, but are not limited to detached garages and gazebos, but does not include utility or storage sheds.

Architectural feature – an ornamentation or decorative feature attached to or protruding from the exterior wall of a building. Architectural features may include, but are not limited to, windows (e.g., bay windows), chimneys, columns, awnings, marquees, façade, or facia.

Block length – the distance measured along a street between two intersecting streets.

Building – a structure used for or supporting any use or occupancy that requires a building permit.

Collector – a street classification intended to help distribute traffic between non-residential areas and major arterials.

Community center – a meeting place used by the community in which community members may gather for social, educational, recreational, or cultural activities. Uses include recreation, fitness center, meeting areas, and restaurants with or without alcohol sales. Community center use may be restricted to dues paying members.

Council – Shall mean the City Council of the City of Alvin.

Cul-de-sac – Any street with only one outlet that terminates in a vehicular turnaround.

Designated Official – The individual authorized by the City of Alvin to provide direction and oversight and personally perform duties related to a comprehensive program to protect the health and safety of citizens and the quality of life by ensuring that planning activities meet appropriate codes, standards and city ordinances.

District – One or more special water districts to be created on the Property which will operate under the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, and/or chapter 375 of the Local Government Code, together with all amendments and additions thereto. The term specifically may include a municipal utility district or a municipal management district.

Dwelling unit – Any building or portion thereof which is designed or used exclusively for residential purposes.

Entry features – Primary points of vehicular entry into the Property that are enhanced with landscaping, water features, architectural treatments, signage, and lighting.

Front loaded – Any dwelling unit that takes vehicular access from the street on which it fronts.

Frontage – Frontage shall mean that portion of any lot or tract that abuts a street or approved common area. A lot or tract abutting more than one street shall have frontage on only one street which shall be deemed to be the side having the shortest dimension unless otherwise indicated on the subdivision plat.

General development plan – A plan illustrating all contiguous property under one ownership, legal interest, or common control that identifies the major thoroughfares and collector streets that are necessary to demonstrate an overall circulation system for the property, any recorded easements over 20' that affect the property and proposed land use.

Gross acreage – Gross acreage shall mean the total area of land inclusive of all encumbrances, including, but not limited to, rights-of-way, drainage ways, pipeline and utility easements, detention facilities, parks and open space areas.

Home occupation – An occupation or activity which is clearly incidental and secondary to use of the premises as a dwelling and which is carried on wholly or in part within a main building or accessory building by a member of the family who resides on the premises. A home occupation use shall not change the residential character of the property or the neighborhood and shall meet all applicable legal requirements. A home occupation may not display signage on the property. No more than one (1) employee may reside off-premises.

Homeowners association (HOA) – A non-profit corporation, established for the purpose of managing and maintaining community property and services within a subdivision. All residential property owners within the subdivision shall be a member of the HOA for that subdivision.

Institutional use – A use designated for public facilities including, but not limited to major and minor utilities, public safety sites, libraries, schools (both public and private), hospitals, churches or other places of worship, and other civic uses.

Knuckle – The projection toward the outside corner of a bend in the right-of-way of that allows for adequate turning movements for emergency and other vehicles.

L Type – a single continuous street that generally makes a 90-degree bend and no other streets intersect at the bend.

Landscaping – Planting and related improvements for the purpose of beautifying and enhancing a portion of land and for the control of erosion and the reduction of glare, dust and noise. Rocks and/or gravel, by itself shall not constitute landscaping.

Local street – Provides the lowest level of mobility with numerous access points to all adjacent properties. Local roadways are any roadway not defined as a higher classification within the MTP and are intended for short trips to/from arterials and collectors.

Lot – An undivided tract of land having frontage on a public or private street which is designated as a separate and distinct tract and identified by numerical identification on a duly and properly recorded subdivision plat.

Major arterial – a boulevard roadway that provides high level of mobility with limited access points along the roadway.

Municipal Utility District (MUD) - is a state governmental entity that provides utility services to certain defined areas. TEX. WATER CODE § 54. These utility services may include water, sewage, drainage, parks, and roads.

Neighborhood – A collection of compatible subdivisions.

Open space – A portion of land designated as open space on the Preliminary Land Use Plan. Open space areas may include pipeline and utility easements, drainage ways, and wet and dry detention areas.

Public facilities – Any non-commercial land use (whether publicly or privately owned) which is to be used and/or allocated for the general good of the public. These uses include, but are not limited to, governmental offices, libraries, parks, and major and minor utilities.

Public utilities – Any utilities that are provided by the city, county, or municipal utility district which may include, but are not limited to water and wastewater.

Recreational facilities – Any structure or building intended for active recreational use. Recreational uses may include, but are not limited to clubhouses, tennis courts, basketball courts, sports fields, pools, playground equipment, bleachers, spray-grounds, dog parks, yard games, etc.

Subdivision – The division of a lot, tract, or parcel of land into two or more lots, plats, sites or other divisions of land for the purpose of residential, industrial, office and business development or other uses.

Temporary use – Any use allowed for a specific period of time. A use that is not of a permanent nature.

Tract – The development that is planned for approximately 128 acres north of Highway 6 shown on the map incorporated herein, in extraterritorial jurisdiction of Alvin in Brazoria County, south of the Metro Houston area between north Highway 35 and Harriman Road and is governed by this PUD. This tract has intentions of annexing into the City Limits.

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the PUD.

B. Changes to the Code of Ordinance

The Development Regulations section of the PUD addresses only those areas that differ from the existing City's Code of Ordinances. In the event that an issue, condition or situation arises that is not specifically addressed in the PUD, the City's Code of Ordinances in place at the time of the adoption of this document shall be used by the City's Designated Official as the basis to resolve the issue.

C. Project Specific Regulations

The criteria established in this PUD require deviations from the City's Subdivision Ordinance and Design Manual. These deviations are necessary to achieve the community vision established for the Tract. The amended regulation language in Appendix 2 outlines the requested deviations. These variances shall only apply to all property within the PUD.

D. Interpretation

The City's Designated Official may be responsible for interpreting the provisions of the PUD. Appeals to the Designated Official's interpretation may be made to City Council within thirty (30) days of the date of the interpretation.

E. Administrative Approval

Certain changes to the provisions may be made administratively by the City of Alvin Designated Official, provided such changes are consistent with the intent and general purpose of the PUD and do not result in the reduction of open space by more than twenty (20) percent within the project or exceed the maximum number of dwelling units permitted.

Decisions by the Designated Official regarding administrative changes may be subject to appeal by the City Council. Administrative changes include, but are not limited to the following categories:

- The addition of new information to the PUD, including maps or text that does not change or affect any of the regulations or guidelines contained therein.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water, and sewer systems, excluding water and sewer plant locations.
- Changes in land use plan boundaries within the PUD, division of areas or combinations of areas provided there is not a net loss of open space and no net increase in the total of units allowed.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in the development standards for their respective land use.
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.

- Placement and/or construction of community identity or character features such as entry monuments, neighborhood signage, community art, mailboxes, etc.
- Relocation or modification of school or park sites.
- The creation of gated neighborhoods, private residential streets, or other modifications in common area assets to be maintained by a group of residential homeowners, provided the overall circulation of the project is maintained.
- The determination that a use may be allowed which is not specifically listed as a permitted use but may be determined to be analogous and/or accessory to a permitted use as determined by the City's Designated Official.

The City's Designated Official may have the authority to decide whether an administrative approval is appropriate regarding any situations or circumstances that are not specifically listed here.

F. Substantial Change

The PUD may be substantially amended by submitting a PUD Amendment to the City of Alvin. Substantial change may be defined as any change that results in an overall decrease in open space of 20%. Any change below this threshold will be considered a minor amendment and will be processed and approved administratively without requiring council action or resubmittal or amendment to the PUD.

G. Fees

All fees associated with the entitlement, development, and inspection processes may be assessed as indicated by the City's adopted fee schedule that is in place at the time of Council approval. All fees may be fair and reasonable.

As the Developer will be prefunding the water, sewer, and drainage infrastructure, City ordinances regarding water and sewer impact fees do not apply. Please reference the Verona Tract Development for additional details on utility infrastructure and related fees.

V. Appendix 1

METES AND BOUNDS DESCRIPTION 128.5284 ACRES BRAZORIA COUNTY, TEXAS

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tammaso Achille and Mary C. Achille as recorded under Clerk's File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 2, Page 21 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

COMMENCING at a point in the called centerline of County Road 149, the south corner of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas;

THENCE North 38°33'44" East, along the southeast line of said Lot 48, Wellman Subdivision and along the centerline of Cardinal Drive (Dirt Road), for a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for the **POINT OF BEGINNING** of herein described tract of land at the northeast corner of a called 20-foot strip of land to Brazoria County as recorded under Volume 717, Page 8 of the Deed Records of Brazoria County, Texas;

THENCE North 51°9'03" West, along the north line of said 20-foot strip, for a distance of 862.00 feet to a 5/8-inch iron rod with cap found for corner at the south corner of Lot 2, Block 1 of Achille Estates as recorded under Plat Number 2015043999 of the Plat Records of Brazoria County, Texas;

THENCE North 38°34'18" East, along the southeast line of said Lot 2, Block 1 of Achille Estates, for a distance of 639.75 feet to a 5/8-inch iron rod found for corner at the easternmost corner of said Lot 2;

THENCE North 51°07'52" West, along the northeasterly line of Lots 1 and 2 of said Achille Estates, for a distance of 170.12 feet to a ½-inch iron rod with cap found at the northernmost corner of said Lot 1 and being situated in the southeast line of a called 0.955 acre tract as conveyed by General Warranty Deed dated March 26, 2012 to Cristino Garcia and Ana Maria Garcia as recorded under Clerk's File No. 2012012467 of the Official Public Records Real Property, Brazoria County, Texas and being the westernmost corner of Lot 49 of said Wellman Subdivision;

THENCE North 38°32'05" East, along the northwest line of Lot 49 of said Wellman Subdivision, for a distance of 824.27 feet to a ½-inch iron rod found at the northernmost corner of said Lot 49, from which a 5/8-inch iron rod was found bearing South 35°56'34" West, 14.20 feet at the easternmost corner of a called 0.735 acre tract as conveyed by Deed of Trust dated February 23, 1991 to Ricardo Coronado and Pauline R. Coronado as recorded under Clerk's File No. 1991006565 of the Official Public Records Real Property, Brazoria County, Texas;

THENCE North 03°19'03" West, along the monumented and occupied east line of Lot 58 of said Wellman Subdivision the following three (3) courses:

- 1) North 02°36'39" West, for a distance of 415.00 feet to a ½-inch iron rod found at the northeast corner of a called 0.7413 acre tract as conveyed by General Warranty Deed recorded under Clerk's File No. 20220308277 of the Official Public Records Real Property, Brazoria County, Texas;
- 2) North 04°28'01" West. for a distance of 241.26 feet to a ½-inch iron rod with cap found at the northernmost corner of a called 1,349.64 square foot tract as conveyed by Warranty Deed to Martin Coronado recorded under Clerk's File No. 2021045919 of the Official Public Records Real Property, Brazoria County, Texas;
- 3) North 07°13'53" West, for a distance of 82.18 feet to a ¾-inch iron pipe found at the northwest corner of Lot 52 of said Harrison Subdivision;

THENCE North 86°30'36" East, along the north line of said Lots 42, 48 and 52 of said Harrison Subdivision, for a distance of 2,309.84 feet to a ½-inch iron rod with cap found at the northeast corner of Lot 42 of said Harrison Subdivision situated in the southwest right-of-way line of G.C. & S.F. Railroad

THENCE South 16°31'29" East, along the southwest right-of-way line of said G.C. & S.F. Railroad and the northeast line of said Harrison Subdivision, for a distance of 1,915.82 feet to a ¾-inch iron pipe found at the southeast corner of Lot 44 of said Harrison Subdivision and the northeast corner of a called 107.089 acre tract as conveyed by Warranty Deed dated May 17, 2017 to Lando Development, LTD as recorded under Clerk's File No. 2017024067 of the Official Public Records Real Property, Brazoria County, Texas;

THENCE South 86°30'31" West, along the south line of said Harrison Subdivision and along the north line of said 107.089 acre tract, for a distance of 2,363.41 feet to a 5/8-inch iron rod with cap found at the northwest corner of said 107.089 acre tract;

THENCE South 38°33'44" West, along the northwest line of said 107.089 acre tract and along the southeast line of Lot 48 of said Wellman Subdivision, for a distance of 905.07 feet to the **POINT OF BEGINNING** of herein described tract and containing 128.5284 acres or 5,598,695 square feet of land.

This description was prepared in connection with a Survey Map prepared by Benchmark Engineering Corporation. Job No. 25015.

IV. Appendix 2

Subdivision Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Sec. 21-110. - Planned unit developments.	Utility easements, drainage easements, or pipeline easements shall not be used in calculating the seven-percent requirement	The developer intends to provide a trail system within pipeline easement.	N/A	The tract is bisected by a large pipeline easement and to help promote pedestrian circulation, the developer proposes to provide a trail system within the pipeline easement.
Sec. 21-110. - Planned unit developments.	Each section must maintain an average lot width of sixty (60) feet as measured at the front building setback line with no lot to be less than fifty (50) feet wide	The average lot width for traditional single family lots shall be 58.79'.	The minor deviation from the standard will not drastically affect the over intent of the ordinance.	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Sec. 21-110. - Planned unit developments.	In order for land not part of a lot, street, easement or other specific dedicated purpose not normally considered as common, accessible areas to be considered as part of the seven-percent common area/greenspace it must contain two (2) of the following amenities	The development proposes to utilize the pipeline easement corridors and detention basins as part of the open space to meet the 7% open space requirement.	The Pipeline easement corridors and detention basins will count towards the open space requirement as established in this PUD.	Open space is a central theme of the Project. Drainage ways, detention areas and easements will be utilized as greenbelts that connect the entire community and therefore should be considered as an amenity.
Sec. 21-36. - Blocks.	No block shall exceed a length of one thousand two hundred (1,200) feet in residential or commercial developments.	A block length of 2,600' is allowed.	1,400' difference	Due to the railroad and existing property surrounding the tract, there is only a small portion where a stub street is possible.
Section 28-3.A.1	No residential, commercial, or industrial structure, other than structures necessary to operate the facility or pipeline, shall be erected at or moved to a location nearer than 50 feet to any facility or pipeline other than a low-pressure distribution system pipeline as defined herein.	A 20-foot setback from the pipeline and 0' from the pipeline easement is allowed.	A reduction of 30 feet.	Allows for higher flexibility and more buildable acreage.

EXHIBIT B

Property Description

METES AND BOUNDS DESCRIPTION

128.5284 ACRES

BRAZORIA COUNTY, TEXAS

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tammaso Achille and Mary C. Achille as recorded under Clerk's File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas and being a portion of Lot 48 of Wellman subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 2, Page 21 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

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Verona Tract City of Alvin

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This description was prepared in connection with a Survey Map prepared by Benchmark Engineering Corporation. Job No. 25015.



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider award of the Construction Manager at Risk (CMAR) contract for the Alvin City Hall Project to SpawGlass Construction Corp, pursuant to Request for Proposals (RFP No. 25-04), and authorize the City Manager to execute the contract upon legal review.

Type of Item: Contract/Agreement

Summary: On October 12 and October 19, 2025, the City published a formal Request for Proposals (RFP 25-04) seeking Construction Manager at Risk (CMAR) services for the Alvin City Hall Project. The RFP documents can be viewed [here](#). Twelve firms submitted proposals: Crain Group, Durotech, Flintco, Hoar Construction, Joeris General Contractors, Millennium Project Solutions, Pogue Construction, Sedalco, SpawGlass Construction, Teal Construction, Tellespen, and White Construction Group. The high level of proposer interest indicates strong market competitiveness and provided a robust basis for best-value evaluation.

All proposals were reviewed and scored by a selection committee consisting of City staff and AGCM, the City's construction management firm. The procurement and evaluation process was conducted in accordance with Texas Government Code Chapter 2269 and the competitive requirements of Texas Local Government Code Chapter 252. Based on initial scoring, the top three firms—SpawGlass Construction, Durotech, and Tellespen—were invited to participate in in-person interviews on December 2, 2025.

The selection committee for the finalists consisted of City Staff, AGCM, and Randall Scott (Randall Scott Architect). During the interview phase, firms were asked to outline their overall CMAR methodology, including pre-construction management strategies, GMP development processes, subcontractor engagement, and construction-phase project delivery. Discussions addressed tools for cost estimating and value engineering, approaches for identifying and communicating risks, market engagement practices, coordination with the design team, and strategies for maintaining schedule and quality. These factors are critical components of CMAR delivery, which the City selected to ensure early contractor involvement, improved cost modeling, enhanced schedule development, and proactive constructability review, resulting in greater cost certainty for a civic facility of this scale.

Following the interviews, the selection committee unanimously recommended SpawGlass Construction, citing the firm's strong alignment with project needs, demonstrated experience on similar municipal facilities, comprehensive pre-construction strategy, and effective market engagement methods.

The agreements before you include the documents *AIA A133-2019 Standard form of Agreement Between Owner and Construction Manager as Constructor*, *AIA A201-2017 General Conditions of the*

Contract for Construction. These agreements in total set the processes for preconstruction phase services, construction phase services, cost of the work plus fee for construction, and establish a guaranteed maximum price (GMP) amendment.

Approval of this agenda item does not authorize construction expenditures. The GMP will be presented to City Council for approval before proceeding with construction.

Upon council's approval of the CMAR, the CMAR will begin pre-construction coordination with the design team, including detailed cost modeling, constructability reviews, and development of a project schedule to support timely GMP preparation.

Staff recommends awarding the CMAR contract for RFP 24-05 to SpawGlass Construction and authorizing the City Manager to execute the contract upon completion of legal review.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Budgeted Item: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Funding Account: _____	Amount: _____	1295 Form Required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>12/11/2025 SLH</u>	
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: _____	

Supporting documents attached:

1. Scoresheet from All Proposals
 2. SpawGlass Response to RFP 25-04
 3. SpawGlass Info Sheet Given at Interview
 4. Updated Fee Proposal Form as of 12/04/2025
 5. AIA A133 – 2019 Standard Form of Agreement
 6. AIA A201 – 2017 General Conditions of the Contract for Construction
-

Recommendation: Move to award Construction Manager at Risk contract for the Alvin City Hall Project to SpawGlass Construction Corporation, pursuant to Request for Proposals (RFP No. 25-04), AIA A133-2019 Standard Form of Agreement, and AIA A201-2017 General Conditions of the Contract for Construction and authorize the City Manager to execute the contracts and agreements 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:

City of Alvin RFP 25-04 - City Hall CMAR - Score Sheet

Contractor Submission

Price - 30% of Total	Score Range	Flintco	Teal	Joeris	White	SpawGlass	Crain	Hoar	Sedalco	Durotech	Tellepsen	Millennium	Pogue
Fixed Cost for Preconstruction	1-10 points	\$ 48,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 60,000.00	\$ 25,000.00	\$ 59,000.00	\$ 5,000.00	\$ 40,000.00	no submission
Percentage cost for General Conditions	1-10 points	7.64%	4.42%	7.79%	7.71%	7.81%	5.95%	12.72%	12.28%	6.66%	6.54%	6.89%	no submission
Percentage of Construction Cost Fee	1-10 points	3.65%	1.95%	2.75%	2.90%	3.45%	2.75%	3.99%	3.25%	3.71%	2.40%	3.20%	no submission

Point Calculation

Price - 30% of Total	Score Range	Flintco	Teal	Joeris	White	SpawGlass	Crain	Hoar	Sedalco	Durotech	Tellepsen	Millennium	Pogue
Fixed Cost for Preconstruction	1-10 points	0.9	1.5	1.5	1.5	10.0	1.5	0.8	1.8	0.8	9.0	1.1	0
Percentage cost for General Conditions	1-10 points	5.8	10.0	5.7	5.7	5.7	7.4	3.5	3.6	6.6	6.8	6.4	0
Percentage of Construction Cost Fee	1-10 points	5.3	10.0	7.1	6.7	5.7	7.1	4.9	6.0	5.3	8.1	6.1	0
		12.07	21.50	14.26	13.96	21.31	16.02	9.11	11.40	12.66	23.88	13.63	0.00

Use SDI?		Flintco	Teal	Joeris	White	SpawGlass	Crain	Hoar	Sedalco	Durotech	Tellepsen	Millennium	Pogue
Yes/ No		Yes	No	Yes	no submission	Yes	No	Yes	Yes	Yes	No	No	no submission
Percentage of Construction Cost		1.25%		1.25%		1.50%		1.00%	0.01618%	1.10%			no submission

Company	Category	JR	DR	MS	DK	BC	MG
Flintco	General Information of the Firm (1-10)	10	8	7	8	8	8.5
Flintco	Experience & Qualifications (1-15)	13	9	13	13	10	9
Flintco	Proposed Personnel (1-20)	13	14	14	13	14	12
Flintco	Project Approach (1-15)	15	13	13	13	12	10
Flintco	Financial Capabilities (1-10)	10	10	10	10	10	10
Flintco TOTAL →		61	54	57	57	54	50
Teal	General Information of the Firm (1-10)	10	7	8	8	9	5
Teal	Experience & Qualifications (1-15)	13	10	12	13	14	9
Teal	Proposed Personnel (1-20)	15	12	16	13	16	7
Teal	Project Approach (1-15)	14	11	12	14	14	10
Teal	Financial Capabilities (1-10)	5	5	5	5	5	5
Teal TOTAL →		57	45	53	53	58	36
Joeris	General Information of the Firm (1-10)	10	8	9	6	8	8
Joeris	Experience & Qualifications (1-15)	12	9	11	12	12	9
Joeris	Proposed Personnel (1-20)	15	13	11	12	14	13
Joeris	Project Approach (1-15)	11	11	12	13	12	10
Joeris	Financial Capabilities (1-10)	10	10	10	10	10	10
Joeris TOTAL →		58	51	53	53	56	50
White	General Information of the Firm (1-10)	10	8	9	7	8	8
White	Experience & Qualifications (1-15)	12	10	13	12	12	9
White	Proposed Personnel (1-20)	18	10	11	12	16	9
White	Project Approach (1-15)	15	12	13	13	14	10
White	Financial Capabilities (1-10)	10	10	10	10	10	10
White TOTAL →		65	50	56	54	60	46
SpawGlass	General Information of the Firm (1-10)	10	9	9	8	10	8

Company	Avg Reviewer S	Pricing Score	Final Score
Flintco	55	12.07	67
Teal	50	21.50	72
Joeris	54	14.26	68
White	55	13.96	69
1 SpawGlass	62	21.31	83
Crain	46	16.02	62
Hoar	54	9.11	63
Sedalco	52	11.40	63
3 Durotech	62	12.66	75
2 Tellepsen	52	23.88	76
Millennium	38	13.63	52
Pogue	53	0.00	53

Ranking in Order:

- SpawGlass
- Durotech
- Tellespen
- Teal
- White
- Flintco/Joeris
- Crain
- Hoar/Sedalco
- Millenium/Pogue

SpawGlass	Experience & Qualifications (1-15)	13	14	15	12	14	12
SpawGlass	Proposed Personnel (1-20)	20	16	18	13	18	15
SpawGlass	Project Approach (1-15)	14	13	14	12	12	12
SpawGlass	Financial Capabilities (1-10)	10	10	10	10	10	10
SpawGlass TOTAL →		67	62	66	55	64	57
Crain	General Information of the Firm (1-10)	7	6	9	8	10	5
Crain	Experience & Qualifications (1-15)	7	7	12	12	14	5
Crain	Proposed Personnel (1-20)	10	12	16	12	18	7
Crain	Project Approach (1-15)	13	11	14	13	14	6
Crain	Financial Capabilities (1-10)	5	5	5	5	5	5
Crain TOTAL →		42	41	56	50	61	28
Hoar	General Information of the Firm (1-10)	9	8	7	7	8	7
Hoar	Experience & Qualifications (1-15)	15	9	11	12	10	8
Hoar	Proposed Personnel (1-20)	16	12	11	12	16	11
Hoar	Project Approach (1-15)	15	12	13	13	10	12
Hoar	Financial Capabilities (1-10)	10	10	10	10	10	10
Hoar TOTAL →		65	51	52	54	54	48
Sedalco	General Information of the Firm (1-10)	8	7	7	8	8	6
Sedalco	Experience & Qualifications (1-15)	11	7	13	14	12	7
Sedalco	Proposed Personnel (1-20)	17	10	3	12	16	11
Sedalco	Project Approach (1-15)	15	10	12	13	12	10
Sedalco	Financial Capabilities (1-10)	10	10	10	10	10	10
Sedalco TOTAL →		61	44	45	57	58	44
Durotech	General Information of the Firm (1-10)	10	9	8	9	10	9
Durotech	Experience & Qualifications (1-15)	15	13	14	14	12	12
Durotech	Proposed Personnel (1-20)	20	16	17	13	16	15
Durotech	Project Approach (1-15)	15	13	14	14	12	12
Durotech	Financial Capabilities (1-10)	10	10	10	10	10	10
Durotech TOTAL →		70	61	63	60	60	58
Tellepsen	General Information of the Firm (1-10)	10	9	8	7	10	8
Tellepsen	Experience & Qualifications (1-15)	10	11	8	12	14	12
Tellepsen	Proposed Personnel (1-20)	17	11	10	13	18	12
Tellepsen	Project Approach (1-15)	10	11	10	13	14	12
Tellepsen	Financial Capabilities (1-10)	7	7	7	7	7	7
Tellepsen TOTAL →		54	49	43	52	63	51
Millennium	General Information of the Firm (1-10)	6	7	7	7	8	6
Millennium	Experience & Qualifications (1-15)	10	7	2	11	9	6
Millennium	Proposed Personnel (1-20)	15	9	8	12	12	9
Millennium	Project Approach (1-15)	10	6	3	13	10	5
Millennium	Financial Capabilities (1-10)	5	5	5	5	5	5
Millennium TOTAL →		46	34	25	48	44	31
Pogue	General Information of the Firm (1-10)	10	8	5	6	8	8
Pogue	Experience & Qualifications (1-15)	14	13	13	11	12	13
Pogue	Proposed Personnel (1-20)	18	15	9	12	14	14
Pogue	Project Approach (1-15)	15	11	11	11	10	12
Pogue	Financial Capabilities (1-10)	7	7	7	7	7	7
Pogue TOTAL →		64	54	45	47	51	54

SpawGlass

*Providing the Absolute Best
Construction Experience*



CITY OF ALVIN

NEW CITY HALL

RFP 25-04

November 6, 2025
4:00 pm



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EXHIBIT B
FEE PROPOSAL FORM

Request for Proposals
Construction Manager-at-Risk Services
Project Name New City Hall Project

This Proposal Form responds to the **IX. Fee Proposal** portion of the RFP. Proposed fees are provisional and subject to negotiation as provided by the RFP. Cost of the offeror's services is 30% of the scoring used to rank offerors for selection as the CM-at-Risk. The offeror proposes the following fees:

- 1. Fixed Fee for Preconstruction Services \$ 0.00

- 2. Total Percent Costs for General Conditions (assume 18-month Construction duration) 7.81 % Seven Point Eight One

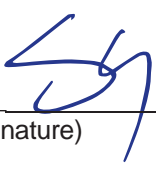
- 3. Percentage of Construction Cost Fee 3.45 %

- 4. Does respondent intend to utilize SDI? Yes No
If Yes, then what is the percentage 1.50 %

- 5. We acknowledge receipt of addendums #1 through # 2

Offered by,

SpawGlass Construction Corp
(Company Name)

By: 
(Signature)

Roger Berry
(Name Printed)

President - Houston Region
(Title)



SECTION B GENERAL INFORMATION

1. FIRM INFORMATION

Provide a general description of the firm that is proposing to provide construction management services and general construction services, including the legal organization of the proposed firm or team.

For over 72 years we have been providing clients throughout Texas with the **Absolute Best Construction Experience**. We believe in the power of construction to enhance lives and strengthen communities. Whether through the projects we build, the partnerships we cultivate or the outreach initiatives we support, we are dedicated to making a meaningful impact where we work and live.

The SpawGlass difference- this combination of unique qualities is what sets SpawGlass apart:



Employee Owners on Every Project

SpawGlass is 100-percent employee-owned and operated by a diverse group of shareholders. As employee-owners, we are empowered to grow, innovate and lead with purpose. We bring a high level of personal accountability to our clients and fellow team members because it's not only our job; it's our company.



Client Experience Process

We are committed to delivering **the absolute best construction experience**. Whether expediting the schedule, delivering cost savings, or phasing construction, we tailor our approach to meet each client's goals. From the initial kick-off meeting to defined follow-ups throughout the project, we measure our performance against client expectations. Our goal is to build ecstatic clients who are truly thrilled with our performance and the results we deliver.



Want to see what we're all about?

Scan the QR code with your smartphone to watch a short video and get to know us better.



Market Expertise

Our clients seek specialized knowledge and insight unique to their industries and projects. By refining our expertise in core markets and streamlining our focus, we deepen our understanding of the regions and sectors we serve. This allows us to provide tailored, strategic solutions that solve complex construction challenges and add lasting value.



Qualified and Accredited Professionals

To provide the highest level of service, we invest in our people. Through our nationally recognized training program, our team members have the credentials to work safely and efficiently across various construction environments. We build thriving employee owners by supporting continuous learning and professional growth.



Transparency

We provide complete transparency in our processes, documentation, accounting and record-keeping with our clients and team members. Being open and visible with this information inspires trust and accountability in our client relationships.

SpawGlass Construction Corp. is a Corporation incorporated in the state of Texas.

2. ORGANIZATIONAL CHART

Provide an organization chart showing key personnel and identify the location of the firm's principal office, the home office location of key staff on this project and availability to dedicate to this project.

Our organizational chart is included on the following page. Roger Berry, SpawGlass Houston Region President and all key members on this project are based in the Houston Region Office, located at 13800 West Road, Houston, Texas 77041. Percent dedication to this project for preconstruction and construction are included on the organizational chart for each team member.


2. ORGANIZATIONAL CHART






ROGER BERRY
PRESIDENT, HOUSTON REGION
Available as needed



AARON BRADFORD
OPERATIONS MANAGER
Available as needed




RYAN DEES
MASTER BUILDER 
25% Preconstruction
20% Construction



ANDREW KERBOW
CHIEF ESTIMATOR
100% Preconstruction
100% Construction




ANGELA WHITE
CONTRACT ADMIN
50% Preconstruction
25% Construction




JUSTIN NOWAK
PROJECT EXECUTIVE
25% Preconstruction
25% Construction

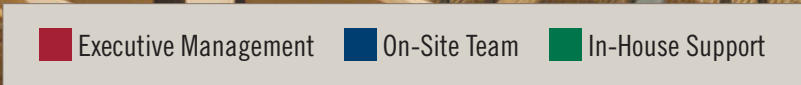
Single Point-of-Contact



SAM BOLEN
PROJECT MANAGER
50% Preconstruction
100% Construction



MATT LIZAMA
SENIOR SUPERINTENDENT
10% Preconstruction
100% Construction



3. PROJECT SAFETY

Provide a description of the firm's approach to project safety and demonstrated safety record through safety metrics (EMR, TRIR, etc.) for the past 5 years.



Safety is a core value within the SpawGlass corporate culture. At all levels of the company, SpawGlass maintains and practices a "Zero Today" philosophy. We approach every day with the mindset to proactively

eliminate all incidents. For our team members, safety is at the forefront of everything we do. In addition to industry-standard safety initiatives, SpawGlass has developed a number of programs that set us apart, all of which will be a part of the specific safety plan for your project.

Sub-Zero IMPACT Program

Sub-Zero IMPACT To eliminate subcontractor incidents, SpawGlass established this safety performance standard for the selection and evaluation of subcontractors. The "IMPACT" program elements include: contract preparation (Identify), subcontractor selection (Measure), subcontract award (Promote), orientation and training (Advance), managing the work (Control) and post evaluation (Tag).

Site-Specific Safety Plan

The project team will develop a site-specific safety plan before beginning work on the project. The site-specific safety plan will include high-risk activities and potential work hazards. The team will address how hazards will be eliminated or mitigated and how they will prevent accidents and injuries.

Safety Orientations

Every worker must complete a new-hire and site-specific safety orientation prior to beginning any work on site.

Mandatory OSHA Certification

At a minimum, all project management team members are required to complete the OSHA 30-Hour course, and all craft professionals are required to complete the OSHA 10-Hour course.

Daily Jobsite Safety Analysis (JSA)

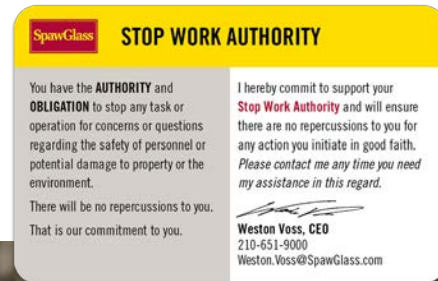
A Jobsite Safety Analysis (JSA) is required daily to discuss current jobsite conditions. Before the work days begins and if a conditions change, the JSA must be completed. Every team member responsible for putting work in place at a SpawGlass jobsite must actively participate in a JSA conversation to identify specific task hazards and develop a safe plan for the work ahead.

Weekly Safety Meetings - Toolbox Talks

Mandatory for all personnel on site, each meeting is pertinent to the particular work in progress and any potential hazards or hazardous materials which could arise or be encountered during construction.

Stop Work Authority

All SpawGlass team members, regardless of department or job title, have the authority and obligation to stop any unsafe work activity, without fear of retaliation. This commitment, made by our chief executive officer, is reinforced by Stop Work Authority cards presented to all team members upon hire.





Good Catch/Near Miss Program

SpawGlass utilizes this incentive program to encourage team members and subcontractor employees to identify, intervene and report potentially hazardous activities on the jobsite. By having all workers on site looking to mitigate unsafe conditions and recognizing these activities at our quarterly safety meetings,

we improve our safety performance, further develop our safety culture and enable a higher level of safety leadership from all workers. For added convenience, every worker is issued a hard hat sticker that features a project-specific QR code that they can easily scan to complete JSAs and submit Good Catch, Near Misses.

Stretch and Flex

SpawGlass craft professionals complete stretch and flex exercises for 10-15 minutes a day prior to beginning work. These exercises can help minimize potential soreness or discomfort and prevent injuries.

Field Safety Committees

We have field safety committees in each SpawGlass region. The committees are comprised primarily of our craft professionals with representation from our company's safety leaders and operations. The committees allow real-time feedback from our boots on the ground as to how we can keep everyone safe. The monthly meetings are opportunities to examine effectiveness and enhancement of our safety initiatives as applied on the jobsite.

Third-Party Safety Consultant

SpawGlass utilizes a third-party safety consultant to perform mock OSHA inspections to identify safety hazards or make recommendations on how we can maintain safe projects. The safety consultant also assists in performing a root cause analysis following an incident.

Safety Statistics

EMR 2025: .98
EMR 2024: .94
EMR 2023: .84
EMR 2022: .76
EMR 2021: .57

RIR 2024: 0
RIR 2023: 1.4
RIR 2022: 0
RIR 2021: 0.8
RIR 2020: 0.7



Scan the QR code to learn more about why safety matters on all of our projects.

4. ANNUAL REVENUE AND EXPERIENCE

Provide information on the firm's annual contracting project revenue and experience (in any delivery method) with similar size or larger projects.

SpawGlass CORPORATE REVENUES

Year	Value	% Change
2024	\$927,269,052	40.3%
2023	\$660,800,524	2.7%
2022	\$643,472,111	40%
2021	\$461,000,232	-12.7%
2020	\$528,251,112	-24.4%

5. CONTRACT HISTORY

Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated for any reason within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

None.



SECTION C

EXPERIENCE, QUALIFICATIONS AND REPUTATION OF THE FIRM

1. SIMILAR PROJECTS

Identify at least three comparable projects in which the firm served as either CMAR or General Contractor. Special consideration will be given to firms that have provided CMAR services on similar successful projects. For each project identified, provide the following:

- Description of the project
- Role of the firm (specify whether CMAR or General Contractor. Also specify services provided during design phase, i.e., cost modeling/estimating, scheduling, value engineering, design reviews for constructability/ bidability, etc.)
- Percentage of the work self-performed
- Project's original contracted construction cost and final construction cost
- Construction dates and Project's original contracted construction time and final construction time
- Identify all project team members of the contractor and their role for each of these projects
- Project owner and architect, contact information (current name with telephone numbers and email address per project). These references may be contacted

We have selected some of our most comparable projects representing our firm's experience. The requested information for each of these projects is included on each project sheet, and specific project similarities are shown in bold text. Project sheets are included the following pages for the following projects:

- Brazoria County Administration Building
- Brazoria County Justice Center
- Brazoria County Emergency Operations Center
- Harris County Precinct 4 Service Center Phase I and II
- Fort Bend County Transit Facility
- West Pearland Library
- City of Houston Dr. Shannon Walker Neighborhood Library
- City of West Lake Hills New Municipal Complex
- Comal County Landa/Annex Buildings

2. LETTERS OF REFERENCE

Obtain and provide at least three letters of reference for past, similar projects delivered by the firm. It is preferred no more than one be a City of Alvin project. One project must be a competitively bid project (competitively sealed proposal is acceptable). Provide name and title, agency/ organization, telephone number and email address for each reference if not provided in the letter for follow-up by the selection committee. These letters are not counted in the maximum page limit.

Our letters of reference are included following our project sheets on pages 17- 20.

Brazoria County Courthouse Campus Expansion

Brazoria County Engineering
Karen McKinnon, Assistant County Engineer
979-849-5711
karenm@brazoriacountytx.gov

Brazoria County Courthouse Campus Expansion

Hill International
Robert Daimler, Senior Project Manager
832-687-6205
robertdaimler@hillintl.com

Harris County Precinct 4 Service Center Phase I and II

Harris County Engineering Department
Jarrett McArthur, Project Manager
713-274-1545
jarrett.,carthur@eng.hctx.net

Fort Bend County Transit Facility *This project is a CSP

Fort Bend County Facilities Management & Planning
James Knight, Director
832-256-9682
james.knight@fortbendcountytx.gov

City of Houston Dr. Shannon Walker Neighborhood Library

Houston Public Library
Raiset Ruban Valiente, Senior Project Manager
832-393-1491
raiset.ruban@houstontx.gov

SpawGlass Builds... With AG|CM

SpawGlass Builds... With Randall Scott Architects, Inc.



Brazoria County Administration Building



City of Vidor City Hall



Brazoria County Justice Center



Texas State University Richard A. Castro Hall



Brazoria County Emergency Operations Center



Texas A&M University Plant Pathology and Microbiology Building



Texas A&M University-Kingsville Music Education Building



Texas DPS Administration and Training Center for the Emergency Vehicle Operations Course (EVOC)

5 Projects together

\$225M +
Dollars of work together

6 Projects together

\$410M +
Dollars of work together



FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New

SIZE OF PROJECT

148,000 SF

CONSTRUCTION COST

Original: \$61,663,953
Final: \$60,694,928

CONSTRUCTION DATES NTP

Scheduled: 11/12/2021
Actual: 11/9/2021

Completion

Scheduled: 7/3/2023
Actual: 8/24/2023

SELF-PERFORMED WORK

6.82%

TEAM MEMBERS

Project Executive:
Aaron Bradford
Senior Project Manager:
Mike Bynum
Senior Superintendent:
Ryan Dees
Superintendent:
Charles Hunter
Assistant Superintendent:
Tyler Johnson, Matt Lizama,
Jared Short
BIM Specialist: Sam Bolen

OWNER

Brazoria County
Karen McKinnon
979-849-5711
karenm@brazoria-county.com

ARCHITECT

Burditt Land | Place
Mark Goulas
936-756-3041
mgoulas@burditt.com

BRAZORIA COUNTY ADMINISTRATION BUILDING

ANGLETON, TEXAS

A portion of the multi-phased expansion of the Brazoria County Courthouse Campus, the new ground-up, five-level Administration Building totals 148,000 square feet. It houses Brazoria County's new departmental **jury empaneling areas, Commissioners Court spaces, Grand Jury room, administrative offices, law library, training room, campus data center, and a café with dining space.**

The original program housed **Brazoria County's tax office** on the first floor. To help facilitate the long-term expansion of the campus and keep the court systems operational, during construction of the Administration Building four temporary district courts were constructed along with their associated holding cells, which will later be demolished in a future phase.





FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews
BIM/VDC

TYPE OF CONSTRUCTION

New, Renovation, Addition

SIZE OF PROJECT

148,000 SF

CONSTRUCTION COST

Original: \$83,300,039
Final: \$83,300,039

CONSTRUCTION DATES

NTP
Scheduled: 1/4/2023
Actual: 1/4/2023

Completion

Scheduled: 12/31/2024
Actual: 12/10/2024

SELF-PERFORMED WORK

4.28%

TEAM MEMBERS

Senior Project Manager:
Mike Bynum
Project Manager: Sam Bolen,
Kelsey Tipton
Senior Superintendent:
Ryan Dees
Superintendent: Cody James,
Matt Lizama
Assistant Superintendent:
Anthony Rodriguez,
Jared Short

OWNER

Brazoria County
Karen McKinnon
979-849-5711
karenm@brazoria-county.com

ARCHITECT

Brinkley Sargent Wiginton
David Achterberg
972-960-9970
dachterberg@bsw-architects.com

BRAZORIA COUNTY JUSTICE CENTER

ANGLETON, TEXAS

The Justice Center Expansion includes a complete renovation of the existing 65,000-square-foot building, select renovation of the 60,000-square-foot historic courthouse, originally constructed in 1940, and an 83,000-square-foot expansion that includes a two-level skybridge on the second and third floors connecting across Chenango Street to the new Administration Building. The exterior of the 1976 courthouse addition was completely re-skinned, partially while the building was occupied, with a custom ceramic wall panel selected to match the 1940 historic courthouse building façade.

The new renovation includes program space for **Adult Probation Court, County Courts 1-4, Justice of the Peace Courts, District Courts (149th, 239th, 300th, 412th, 461st), three future courts, District Attorney, evidence storage, bail bonds, guardianship, holding cells and two covered sally ports.** The design consolidates judicial activities, such as courts and court administration, and judicial support operations, such as the County Clerk, District Clerk, and District Attorney, into a cohesive location that provides for future growth, enhances efficiency and improves safety.

The Justice Center also included an **early release mechanical and electrical package** eight months before starting construction that allowed for the pre-release of extremely long lead time electrical switchgear, generators, power modules, chillers, and air handling equipment. In addition, the selected mechanical and electrical contractors were brought on board with design-assist services to partner with the AE team to assist with existing condition investigations and phasing associated with the ongoing operations of the courthouse during the renovation.



Scan the QR code with your smartphone to watch a short highlight video on this project.



FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New

SIZE OF PROJECT

15,000 SF

CONSTRUCTION COST

Original: \$8,174,221
Final: \$8,024,542

CONSTRUCTION DATES NTP

Scheduled: 11/21/2021
Actual: 11/8/2021

Completion

Scheduled: 9/26/2022
Actual: 9/23/2022

SELF-PERFORMED WORK

5.05%

TEAM MEMBERS

Senior Project Manager:
Mike Bynum
Project Manager: Kelsey Tipton
Senior Superintendent:
Ryan Dees
Assistant Superintendent:
Matt Lizama
BIM Specialist: Sam Bolen

OWNER

Brazoria County
Karen McKinnon
979-849-5711
karenm@brazoria-county.com

ARCHITECT

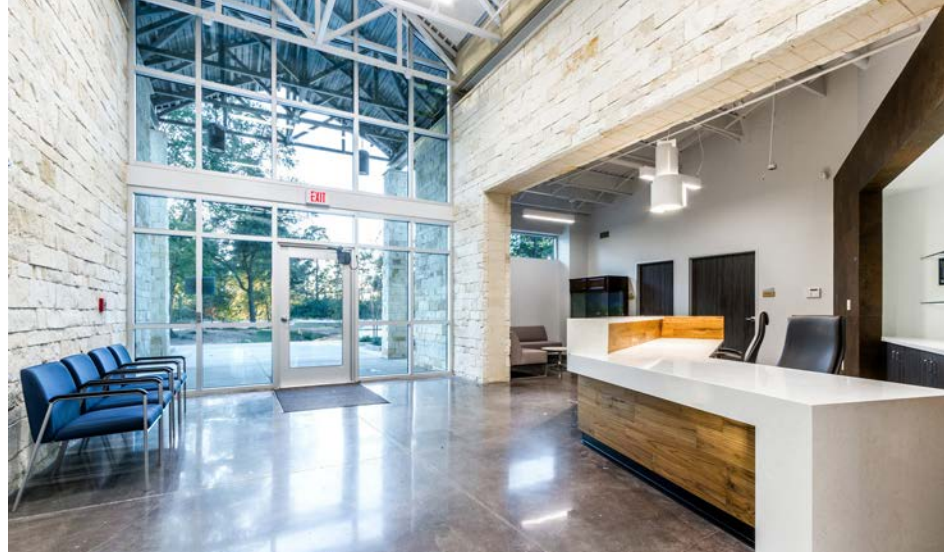
Brinkley Sargent Wiginton
David Achterberg
972-960-9970
dachterberg@bsw-architects.com

BRAZORIA COUNTY EMERGENCY OPERATIONS CENTER

ANGLETON, TEXAS

A portion of the multi-phased expansion of the Brazoria County Courthouse Campus, the new ground-up, **single-level Emergency Operations Center** totals 15,000 square feet. The Emergency Operations Center serves as Brazoria County's **primary emergency response facility**. The vast majority of the interior is consumed by a **sixty-person call center** surrounded by other **department offices, conference rooms and a press room**. The building is a **CMU weather hardened structure with impact resistant openings**. The exterior of the building consists of CMU walls with a brick veneer and concrete roof deck.





FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New

SIZE OF PROJECT

Phase I: 59,000 SF
Phase II: 77,000 SF

CONSTRUCTION COST

Phase I
Original: \$19,970,971
Final: \$20,949,416
Phase II
Original: \$11,000,000
Final: \$12,694,623

CONSTRUCTION DATES

Phase I NTP

Scheduled: 3/3/2017
Actual: 3/27/2017

Phase I Completion

Scheduled: 5/15/2018
Actual: 11/5/2018

Phase II NTP

Scheduled: 8/31/2018
Actual: 2/18/2019

Phase II Completion

Scheduled: 2/17/2020
Actual: 12/19/2019

SELF-PERFORMED WORK

Phase I: 5%
Phase II: 4.4%

TEAM MEMBERS

Project Manager: Justin Nowak
Assistant Project Manager:
Cameron Shewmaker, Scott
Lewandowski
Assistant Superintendent:
Tanner Matejka
Precon. Services Manager:
Aaron Bradford
Estimator: Kan Phaobunjong

OWNER

Harris County
Jarrett McArthur
713-274-1550
Jarrett.McArthur@eng.hctx.
net

ARCHITECT

PGAL
Jon Hale
713-622-1444
JHale@pgal.com



Scan the QR code with your smartphone to watch a short video from Harris County Precinct 4 Commissioner R. Jack Cagle, a truly ecstatic client!

HARRIS COUNTY PRECINCT 4 SERVICE CENTER PHASE I AND II

TOMBALL, TEXAS

This service center project for Harris County included **multiple buildings, including a single-level, 31,873-square-foot administrative office building** and a 26,000-square-foot warehouse/shop, with surface parking, access drives, fencing and other support functions on approximately 20 acres of undeveloped land. The project was designed with geothermal wells, ground-source heat pumps and photovoltaic cells to provide the facilities with net-zero consumption. **The administrative office building consists of a main entrance lobby/reception area, open and private offices, conference rooms, break rooms and support spaces for employees.** The warehouse/shop building includes open warehouse space, approximately **3,000 square feet of conditioned office and storage space**, a large pre-manufactured paint booth and a conditioned paint shop. The administrative office building and warehouse/shop are a customized pre-engineered metal building hybrid structure. After successful completion of Phase I, SpawGlass was awarded Phase II of the project.

The SpawGlass project team realized the importance of providing value to the project and the community and offered **value engineering options to spend as little of the taxpayers' money as possible.** The original design of the administrative building used conventional structural steel and metal studs in the construction. After analysis, the team suggested a combination of structural steel with pre-engineered metal buildings to reduce costs, **ultimately saving the taxpayers and the county approximately \$1.3 million.**



FIRM ROLE

Competitive Sealed Proposal

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New

SIZE OF PROJECT

76,963 SF

CONSTRUCTION COST

Original: \$21,084,067
Final: \$20,900,095

CONSTRUCTION DATES NTP

Scheduled: 8/23/2018
Actual: 8/23/2018

Completion

Scheduled: 10/27/2019
Actual: 10/27/2019

SELF-PERFORMED WORK

N/A

TEAM MEMBERS

Project Manager:
Clare Willmore
Senior Superintendent:
Ryan Dees
Assistant Project Manager:
Bryce Sutter
Safety: Matt Lizama

OWNER

Fort Bend County
James Knight
281-238-3095
james.knight@fortbendcountytexas.gov

ARCHITECT

RDLR Architects
Daniel Ortiz
713-868-3121
dortiz@rdlr.com

FORT BEND COUNTY TRANSIT FACILITY

ROSENBERG, TEXAS

Situated on 10 acres, the new Fort Bend County Transit Facility includes a **new 18,617-square-foot administration and operations building** and a 28,375-square-foot maintenance facility to provide much-needed space for the ever-growing Fort Bend County Public Transportation Department. Other features include a fuel and wash station for buses, seven lifts for bus maintenance, two covered bus parking canopies and 450,000 square feet of concrete paving to provide parking for 183 pedestrian vehicles and 172 buses.

Keeping the end users involved throughout the construction process was essential in maintaining a positive working relationship with Fort Bend County. Before ceilings were installed or walls were covered up, the maintenance group was brought in to see where the filters, audiovisual components, power boxes and control panels would be located. We also led the director of transportation and two other employees who were heavily involved in this project on walk-throughs of the facility, ensuring they were included and had a clear vision of what the end result would be.

This project complied with the Buy America program. Enacted by the Federal Transit Authority (FTA), the Buy America program requires that 100 percent of the steel, iron and manufactured goods used in an FTA-funded project be manufactured in the United States. Through our quality control program, the Zero-Defect Process (ZDP), we caught one shipment that arrived with seven out of 26 parts that were made in China. To ensure compliance with project requirements, those seven parts were placed in a clearly designated staging area so the items were not installed before being removed from the jobsite.





FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New

SIZE OF PROJECT

39,000 SF

CONSTRUCTION COST

Original: \$15,964,931
Final: \$16,249,905

CONSTRUCTION DATES NTP

Scheduled: 12/21/2020
Actual: 10/19/2020

Completion

Scheduled: 12/31/2021
Actual: 12/29/2021

SELF-PERFORMED WORK

6.5%

TEAM MEMBERS

Project Manager: Justin Nowak
Assistant Superintendent:
Cameron Shewmaker
Precon. Services Manager:
Aaron Bradford
BIM Specialist: Sam Bolen

OWNER

City of Pearland
Jennifer Lee
281-652-1760
JLee@pearlandtx.gov

ARCHITECT

PGAL
Jon Hale
713-622-1444
jhale@pgal.com

WEST PEARLAND LIBRARY

PEARLAND, TEXAS

The new West Pearland Library provides a **centralized hub for the local community, offering gathering and educational spaces as well as essential services.**

The 39,000-square-foot building, four times the size of the library's former location, features a **100-seat auditorium/teaching theater, multi-purpose rooms with movable partitions, seven study rooms and a story time room.** Library spaces are dedicated to adult, young adult, children and junior literature as well as family areas and computer stations. Kids can display their drawings on the 600-square-foot magnetic glass wall in the children's library, and visitors can gather on the covered balcony, the outdoor amphitheater, or the monumental staircase with pear tree feature wall. The facility also boasts **hands-free elevators** and is home to a **county tax office.**

Working with the City of Pearland, the owner, and Brazoria County, who would be operating the facility, **our project team collaborated with multiple key stakeholders to ensure the project met the needs of a variety of end users.** We overcame numerous challenges from the COVID-19 pandemic, inclement weather and the February 2021 deep freeze to successfully deliver the project for a community that was excited to make use of the new library spaces.



Scan the QR code with your smartphone to watch a short highlight video on this project.





FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New

SIZE OF PROJECT

23,100 SF

CONSTRUCTION COST

Original: \$12,300,000
Final: \$16,896,384

CONSTRUCTION DATES NTP

Scheduled: 7/18/2022
Actual: 8/15/2022

Completion

Scheduled: 3/31/2024
Actual: 4/3/2024

SELF-PERFORMED WORK

2%

TEAM MEMBERS

Project Executive: Joe Mendyk
Project Manager: Janet Perez,
Aaron Bradford
Superintendent: Leo Muehr
Assistant Superintendent:
Matt Lizama
Estimator: Dustin Wilson

OWNER

City of Houston
Obioma Nwakanma
832-393-8130
Obioma.Nwakanma@
cityofhouston.net

ARCHITECT

BRAVE/architecture
Natalie DeLuca
713-524-5858
ndeluca@bravearchitecture.
com

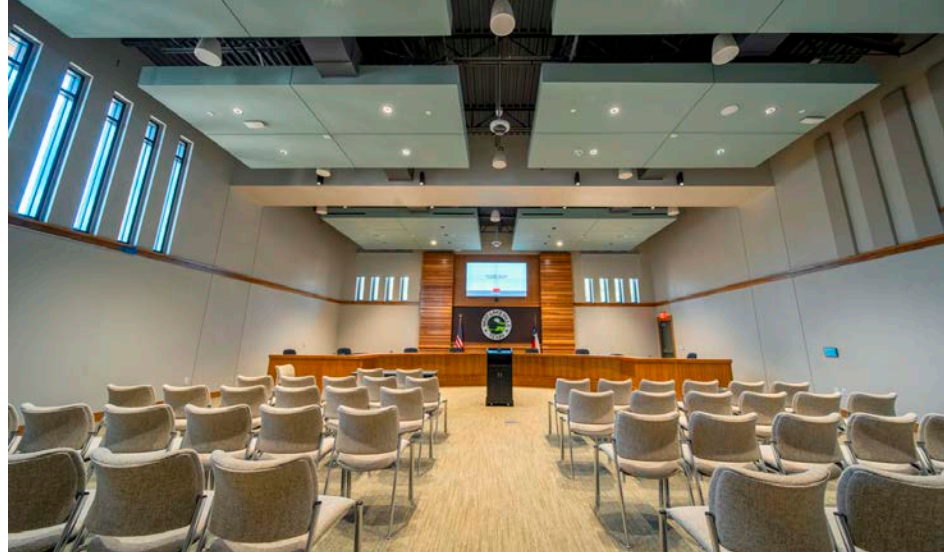
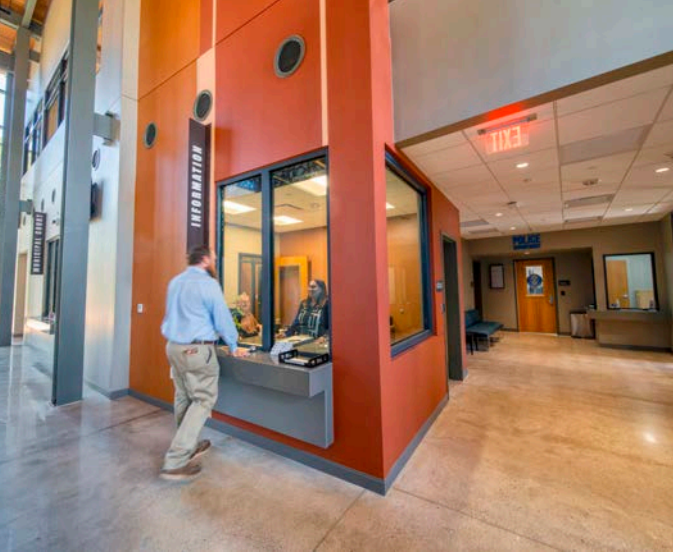
CITY OF HOUSTON DR. SHANNON WALKER NEIGHBORHOOD LIBRARY

HOUSTON, TEXAS

Named after NASA's first native Houstonian astronaut, The City of Houston Dr. Shannon Walker Library included the demolition of an existing 20,000-square-foot post office on a 2.6 acre site, and the construction of a new 23,100-square-foot, steel structured state-of-the-art library. This new library consolidates the service areas of the Meyers and Frank Libraries and is designed to the Houston Public Library Neighborhood Library Service Model standards and LEED standards. The library features the **first-ever library podcast room, a full recording studio with all new electronic equipment, a mixing board and instruments, and a video recording room with a green screen to produce a video blog or music video.** In addition to the audio, music and video rooms, the library consists of a **children's room built for storytime, kids programs, arts and crafts, a teen space that includes computers and lounges, a meeting room, and a conference room.** The new library features an exterior curtain wall system, glazed assembly, and a multi-faceted metal panel exterior façade. The interior boasts high-end finishes on flooring, wood walls, ceilings, and millwork. Throughout the library are bisecting glass walls, decorative ceiling features, sloping roof lines and perimeter walls, decorative glass, and a metal paneled roof. The site has 54,300 cubic feet of underground detention tanks for stormwater, a parking lot with dual entrances from Belrose and Chimney Rock, and beautiful and unique landscape features.



Scan the QR code with your smartphone to watch a short highlight video on this project.



FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New

SIZE OF PROJECT

18,000 SF

CONSTRUCTION COST

Original: \$17,279,447
Final: \$17,279,447

CONSTRUCTION DATES NTP

Scheduled: 4/16/2024
Actual: 4/23/2024

Completion

Scheduled: 7/28/2025
Actual: 7/31/2025

SELF-PERFORMED WORK

10%

TEAM MEMBERS

Project Executive: Tyler Wenzel
Project Manager: Cedric Gartman
Superintendent: Grant Gage
Assistant Project Manager: Peyton McLeroy
Estimator: Tyler Tuscher

OWNER

City of West Lake Hills
Trey Fletcher
512-610-6825
TFletcher@westlakehills.gov

ARCHITECT

Brinkley Sargent Wiginton
Don Greer
512-610-4700
dgreer@bsw-architects.com

WEST LAKE HILLS NEW MUNICIPAL COMPLEX

WEST LAKE HILLS, TEXAS

The City of West Lake Hills New Municipal Complex is a two-level building that houses the **City of West Lake Hills police department, municipal court and administrative offices**. The project included the demolition of an existing church and the ground-up construction of the new complex.

SpawGlass collaborated with designers, construction managers (CM), and City officials, actively participating in programming meetings and conducting constructability reviews. **Our value engineering suggestions enhanced efficiency**, while attending the ULI Marketplace kept us informed of industry trends. Our coordination with utility providers has been instrumental in facilitating smooth project implementation and seamless integration.

SpawGlass reclaimed wood from trees harvested during the demolition and site clearing and repurposed them for interior finishes on some of the walls. The lumber was sent to a local mill for processing and the millwork subcontractor installed it in the lobby area.





FIRM ROLE

Construction Manager-at-Risk

SERVICES PROVIDED IN DESIGN

Cost modeling/ estimating
Scheduling
Value engineering
Constructability reviews

TYPE OF CONSTRUCTION

New, Renovation

SIZE OF PROJECT

23,100 SF

CONSTRUCTION COST

Original: \$15,452,350

Final: \$28,093,677

*Owner added scope

CONSTRUCTION DATES NTP

Scheduled: 10/1/2018

Actual: 1/7/2019

Completion

Scheduled: 8/13/2021

Actual: 8/13/2021

SELF-PERFORMED WORK

12%

TEAM MEMBERS

Project Executive: Mike Raley

Project Manager: Dustyn Cox

Superintendent: Grady Frank

Assistant Superintendent:

Luis Fernandez

MEP Coordinator:

David Goolsby

BIM Specialist:

Brian Valenzuela

Estimator: Brad Fielden

Precon. Services Manager:

Jonathan Bradley

OWNER

Comal County

Tom Hornseth

830-608-2090

rabthh@co.comal.tx.us

ARCHITECT

HDR, Inc.

Halden Tally

972-960-4049

halden.tally@hdrinc.com

COMAL COUNTY LANDA AND ANNEX BUILDINGS RENOVATION

NEW BRAUNFELS, TEXAS

This project consisted of the renovation and new construction of the existing 64,000-square-foot Landa Building, located in the heart of New Braunfels. The two-level building has a basement and is adjacent to the Comal County courthouse. The first level features **three courtrooms along with judges' offices, holding cells and the county court clerk's offices.** The second level houses the **district attorney and associated parties.** Construction included new interior and exterior concrete piers, structural steel framing, slab-on-grade and slab-on-metal deck, along with brick and metal panels for the exterior veneer.

The Annex Building renovation spanned the first, second and third levels and the attic. The first level includes a **lobby, public records and staff offices.** The second level includes the **auditor's office, treasury and IT support.** The third level includes **two existing courtrooms with an expanded footprint, two new courtrooms, judges' chambers and the district court clerk department.** The attic space includes one of the new elevators and new mechanical units.



Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE



Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Barbara X. Martinez, P.E.
STAFF ENGINEER

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

July 9, 2025

RE: Letter of Support for SpawGlass - Brazoria County Courthouse Expansion Project

To Whom It May Concern:

It is my pleasure to provide a letter of support for SpawGlass for their outstanding work as the Construction Manager at Risk (CMAR) for the Brazoria County Courthouse Expansion Project.

SpawGlass was awarded the CMAR and joined the project team in 2020. The Brazoria County Courthouse Expansion Project consist of several phases of construction to ensure all county operations were maintained during construction. These phases included the demolition of an existing building, construction of the new Emergency Operations Center, construction of the Administration Building, the renovation and expansion of the existing 1976 courthouse into the new Justice Center, and historical renovation of the existing 1940's courthouse.

SpawGlass was a strong partner who took great pride in their work and delivered a high-quality finished product. Their team was professional, respectful, and provided clear communication throughout each phrase of the project.

One of their company values is to "think like an owner" and I have been impressed throughout this project of how well they do that. When problems arose during construction, they would present several solutions to us. They were honest about the pros and cons of each solution. They collaborated with us to select the one that best fit Brazoria County's needs. They made the success of the project the most important thing.

It is with great honor that I submit this genuine letter of support for SpawGlass' nomination for the ABC Houston Area Excellence in Construction Award. Please let me know if you need any additional information. I can be contacted at karenm@brazoriacountytx.gov.

Sincerely,

Karen O. McKinnon



Hill International

Hill International, Inc.
Two Riverway
Suite 1210
Houston, TX 77056
Tel: 713-349-9333
www.hillintl.com

November 3, 2025

SpawGlass
13800 West Road
Houston, Texas 77041

RE: Recommendation Brazoria County Courthouse Projects

To whom it may concern:

Over the past several years, I have had the pleasure of working closely with SpawGlass on the Brazoria County Courthouse Expansion Project. I am pleased to offer my highest recommendation for their team and the exceptional work they deliver.

This extensive, multi-phased project was completed under a Construction Manager at Risk (CMAR) contract and included construction of a new 144,000 GSF administration building, a 164,000 GSF courthouse, and the renovation of an existing 64,000 GSF courthouse. SpawGlass successfully executed this complex scope while maintaining uninterrupted operations for County personnel, judges, and the public.

Throughout the project, SpawGlass demonstrated exemplary professionalism, technical expertise, and a strong spirit of collaboration. Despite the challenges posed by the early impacts of the COVID-19 pandemic, including supply chain disruptions, the team remained committed to meeting milestones and delivering high-quality results. Their proactive communication and solution-oriented mindset allowed us to address challenges efficiently and maintain steady project progress.

SpawGlass consistently fostered a positive, team-driven environment, coordinating seamlessly with both our design team and the County's project management personnel. Their leadership and cooperative approach were instrumental to the success of each building phase and the overall Courthouse Expansion Project.

Based on my experience, I would welcome the opportunity to work with SpawGlass again and confidently recommend them for any future project.

Robert Daimler, LEED AP BD+C, TX MPL

Senior Project Manager
Robertdaimler@hillintl.com
832-687-6205

HARRIS COUNTY

ENGINEERING DEPARTMENT CONSTRUCTION PROGRAMS DIVISION

1310 Prairie, Ste. 1102
Houston, Texas 77002
Tel No: 713-274-1545
Fax No: 713/755-5883

July 25, 2019

SpawGlass Construction
Attn: Mr. Brandon Meyers
13800 West Road
Houston, TX 77041

Re: SpawGlass- Harris County Precinct 4 Administrative Service Center

Mr. Meyers,

I would like to thank you for providing Harris County with a high level of service on the Harris County Precinct 4 Administrative Service Center project. SpawGlass portrayed a high standard of professionalism in every aspect of this project. We thank the Project Team for their dedication to this project and setting high standards concerning the construction, attention to detail, and adapting to the challenges presented.

We appreciate the effort put forth on this project and look forward to the opportunity to work with SpawGlass on future projects.

Sincerely,



Jarrett McArthur
Project Manager
Harris County Engineering Department
Construction Programs Division



Fort Bend County
Facilities Management & Planning

5 August, 2020

Subject: SpawGlass – Letter of Reference

In August of 2018, Fort Bend County entered into an Agreement with SpawGlass to construct a new \$21,000,000 Transit Center campus. This was a multi-building facility with many specialty components and systems, and the timing of its completion and move-in was critical to our transportation operations.

As our first project together, we weren't certain what to expect, but their project management and site supervision was nothing short of spectacular. The team was experienced, organized, and very impressive in their dedication to looking far ahead to identify issues that would need some type of resolution well ahead of the schedule, and went out of their way to present options, along with associated pricing, for our consideration. It was also obvious throughout they were receiving the level of support they needed from the office.

The campus was completed on schedule in November of 2019, and went into operation immediately following furniture move-in. The team attitude remained strong and consistent from start to finish, and their responsiveness to our needs was very much appreciated. I look forward to another successful project with SpawGlass in the near future, and I couldn't give them a higher recommendation.

Feel free to contact me at any time if further discussion is desired.

Sincerely,

A handwritten signature in black ink, appearing to read "James Knight", with a large, stylized flourish at the end.

James Knight, Architect
Director, Facilities Management & Planning
james.knight@fortbendcountytexas.gov
832.256.9682 mobile

RECOMMENDATION LETTER

City of Houston | Houston Public Library
July 8, 2025

Subject: **Recommendation Letter for SpawGlass.**
Project: Dr. Shannon Walker Neighborhood Library

To Whom It May Concern,

It is with great confidence and appreciation that I write this letter of recommendation for **SpawGlass**, following their outstanding performance as the General Contractor on the Dr. Shannon Walker Neighborhood Library project.

Working with SpawGlass has been an exceptional experience. Their unwavering commitment to high-quality service and professional integrity made them an invaluable partner throughout the duration of the project.

Engaged under a Construction Manager-at-Risk (CMAR) contract and collaborating closely with our Design Team, SpawGlass successfully delivered the project on time and within budget, despite a highly compressed schedule. Their results were achieved without compromising quality, safety, or client satisfaction.

What truly distinguished SpawGlass was their ability to exceed expectations in several key areas:

- **Comprehensive Preconstruction Services:** Their in-depth early engagement was instrumental in identifying challenges and unlocking opportunities that optimized the project's scope and delivery.
- **Transparent and Detailed Pricing:** They demonstrated strong cost control and integrity through clear, collaborative, and well-documented pricing exercises.
- **Meticulous Documentation and Follow-Up:** Their consistent communication, thorough reporting, and proactive follow-up reflected a true dedication to meeting the client's needs and building lasting relationships.
- **Impressive Site and Subcontractor Management:** Their field team maintained an organized, safe, and efficient site, resulting in accurate schedule tracking and quality craftsmanship.

SpawGlass meets and exceeds all the requirements of a trusted construction partner. I strongly recommend them for future projects across any scale or complexity.

Should you require further information regarding this project or SpawGlass's performance, please do not hesitate to contact me.

Sincerely,



Raiset Ruban Valiente
Senior Project Manager
SPACES, Houston Public Library / City of Houston
raiset.ruban@houstontx.gov
Office: 8323931491



SECTION D

EXPERIENCE OF KEY PERSONNEL TO BE ASSIGNED TO THIS PROJECT

1. TEAM MEMBER RESUMES

For each key person identified, list their length of time with the firm and in the industry, and at least two comparable projects in which they have played a similar role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following:

- a. Description of project*
- b. Role of the person*
- c. Project's original construction cost and final construction cost*
- d. Construction dates and Project's original contracted construction time and final construction time*
- e. Project owner and contact information (current name with telephone numbers and email address per project)*

Resumes for key project personnel with the requested information are included on the following pages.

2. PROPOSED CONSULTANTS

List any proposed consultants, including key staff names and the experience and qualifications of these individuals.

We regularly utilize the consultants below on our projects, and they all have an established relationship with the proposed team members.

- **Safety** - ESC Consultants
- **Testing and Envelope** - Wiss, Janney, Elstner Associates, Inc. (WJE), Price Consulting, Inc., Kuhn & Associates

SpawGlass Builds... Flourishing Communities

As a purpose-driven company, we've built a culture of service that extends far beyond our offices and jobsites. Our team members across the company volunteer their time for causes that support all aspects of community development. This kind of involvement reflects our dedication to creating opportunities that leave a lasting imprint on the communities we serve. One recent example is our partnership with Texas Parks and Wildlife Foundation (TPWF), which received donations totaling \$60,000 from SpawGlass fundraising events.

Whether we're building, donating, mentoring or volunteering, our goal remains the same: **to provide the absolute best construction experience while building stronger, more resilient Texas communities.**



JUSTIN NOWAK

PROJECT EXECUTIVE | EMPLOYEE OWNER

As project executive, Justin will provide leadership throughout the project including oversight of the budget, schedule, risk management measures and subcontractor relations. Justin will also serve as a resource to the project team and the City ensuring satisfaction throughout the construction process.

WEST PEARLAND LIBRARY

Pearland, TX | **Role:** Project Manager

HARRIS COUNTY PRECINCT 4 SERVICE CENTER PHASE I AND II

Tomball, TX | **Role:** Project Manager

HARRIS COUNTY EMERGENCY SERVICE DISTRICT NO. 7 SPRING FIRE DEPARTMENT W.W. "COTTON" WEAVER TRAINING CENTER

Spring, TX | 61,636 SF | **Role:** Project Executive | **Owner:** Harris County Emergency Services Dept. 7

Original Construction Cost: \$48,000,349 | **Final Construction Cost:** \$48,257,080

Scheduled Start: 9/1/2023 | **Actual Start:** 9/11/2023

Scheduled Completion: 9/1/2026 | **Actual Completion:** Anticipated 5/11/2026

Owner Reference: Melanie Gardner | 281-350-3210 | melanie.gardner@hcesd7.org

Construction of fire department logistics and storage building, outdoor classroom, three-level mixed-use burn building, two-level residence burn building, surface parking and site utilities on a 55-acre tract



ACADEMIC BUILDING - BLINN-WALLER/HARRIS COUNTY CAMPUS

Waller, TX | 87,000 SF | **Role:** Project Executive | **Owner:** Blinn College

Original Construction Cost: \$54,000,000 | **Final Construction Cost:** In Progress

Scheduled Start: 1/12/2026 | **Actual Start:** Anticipated 1/12/2026

Scheduled Completion: 6/29/2027 | **Actual Completion:** Anticipated 6/29/2027

Owner Reference: Jessica Gaida | 979-830-4000 | jessica.gaida@blinn.edu

Construction of four-level academic building on Blinn College's new campus, including initial site development and associated parking

FROST BANK FRIENDSWOOD FINANCIAL CENTER

Friendswood, TX | 13,000 SF | **Role:** Project Manager | **Owner:** Frost Bank

Original Construction Cost: Confidential | **Final Construction Cost:** Confidential

Scheduled Start: 8/15/2022 | **Actual Start:** 10/24/2022

Scheduled Completion: 6/30/2023 | **Actual Completion:** 7/5/2023

Owner Reference: Greg Beal | 210-220-6796 | gregory.beal@frostbank.com

Construction of a freestanding branch bank with four lanes of an attached drive-through, including site work with new service connections, building shell, and interior finish out



YEARS OF EXPERIENCE

14 years in the Industry

12 years with SpawGlass

EDUCATION / TRAINING

B.S. Construction Science,
Texas A&M University

First Aid/CPR

OSHA 30-Hour

SAM BOLEN

PROJECT MANAGER | EMPLOYEE OWNER

As project manager, Sam will be responsible for the overall management of the project and serve as the City's main point of contact. Sam's responsibilities include budget conformance, subcontractor coordination, contract administration and construction operations oversight including safety and quality assurance.

BRAZORIA COUNTY JUSTICE CENTER

Angleton, TX | **Role:** Project Manager

BRAZORIA COUNTY ADMINISTRATION BUILDING

Angleton, TX | **Role:** Project Manager

BRAZORIA COUNTY EMERGENCY OPERATIONS BUILDING

Angleton, TX | **Role:** BIM Specialist

WEST PEARLAND LIBRARY

Pearland, TX | **Role:** BIM Specialist

THE VILLAGE OF RIVER OAKS

Houston, TX | 316,126 SF | **Role:** Assistant Superintendent | **Owner:** Bridgewood Property Company

Original Construction Cost: \$50,645,272 | **Final Construction Cost:** \$51,846,799

Scheduled Start: 6/1/2015 | **Actual Start:** 6/15/2015

Scheduled Completion: 3/30/2017 | **Actual Completion:** 3/30/2017

Owner Reference: Jim Hepburn | 713-623-6767 | jhepburn@bridgewood.us

New senior living facility housing 193 units: 97 independent living units with balconies, 68 assisted living units and 28 memory care units, and amenities including full-service dining, a fitness center, salon, a library, theater along with life safety systems, a cast-in-place, three-level, 63,410 SF garage, improvements to site utilities



FROST BANK FRIENDSWOOD FINANCIAL CENTER

Friendswood, TX | 13,000 SF | **Role:** BIM Specialist | **Owner:** Frost Bank

Original Construction Cost: Confidential | **Final Construction Cost:** Confidential

Scheduled Start: 8/15/2022 | **Actual Start:** 10/24/2022

Scheduled Completion: 6/30/2023 | **Actual Completion:** 7/5/2023

Owner Reference: Greg Beal | 210-220-6796 | gregory.beal@frostbank.com

Construction of a freestanding branch bank with four lanes of an attached drive-through, including site work with new service connections, building shell, and interior finish out



YEARS OF EXPERIENCE

9 years in the Industry

8 years with SpawGlass

EDUCATION / TRAINING

B.S. Interdisciplinary Studies,

Construction Management

Focus, University of

Houston-Downtown

First Aid/CPR

OSHA 30-Hour

MATTHEW LIZAMA

SUPERINTENDENT | EMPLOYEE OWNER

As superintendent, Matt will be responsible for the day-to-day activities in the field. This includes the safety and organization of field operations, documentation of daily activities, inspection of work for quality conformance and ensuring all activities align with the project schedule.

BRAZORIA COUNTY JUSTICE CENTER

Angleton, TX | **Role:** Superintendent

BRAZORIA COUNTY ADMINISTRATION BUILDING

Angleton, TX | **Role:** Assistant Superintendent

BRAZORIA COUNTY EMERGENCY OPERATIONS BUILDING

Angleton, TX | **Role:** Assistant Superintendent

CITY OF HOUSTON DR. SHANNON WALKER NEIGHBORHOOD LIBRARY

Houston, TX | **Role:** Assistant Superintendent

FORT BEND COUNTY TRANSIT FACILITY

Rosenberg, TX | **Role:** Safety

PRAIRIE VIEW A&M UNIVERSITY FABRICATION CENTER

Prairie View, TX | 31,000 SF | **Role:** Safety | **Owner:** Prairie View A&M University
Original Construction Cost: \$11,348,009 | **Final Construction Cost:** \$12,217,034
Scheduled Start: 11/1/2016 | **Actual Start:** 12/5/2016
Scheduled Completion: 3/7/2018 | **Actual Completion:** 3/7/2018
Owner Reference: Dr. Bruce Bockhorn | 936-261-9805 | bfbockhorn@pvamu
New construction of innovative space to house a variety of state-of-the-art equipment; building is divided into assembling space and equipment spaces



SPRING GREEN MARKET H-E-B

Richmond, TX | 101,000 SF | **Role:** Safety | **Owner:** H-E-B Grocery Company L.P.
Original Construction Cost: Confidential | **Final Construction Cost:** Confidential
Scheduled Start: 8/6/2019 | **Actual Start:** 8/6/2019
Scheduled Completion: 4/30/2020 | **Actual Completion:** 4/8/2020
Owner Reference: Peter Soltys | 210-938-6938 | soltys.peter@heb.com
New grocery store with pharmacy, curb-side and Texas Backyard on 16-acre green field site



YEARS OF EXPERIENCE

14 years in the Industry
10 years with SpawGlass

EDUCATION / TRAINING

Automated External Defibrillator (AED)

Confined Space Entry

Fall Protection

First Aid/CPR

OSHA 30-Hour

OSHA 510 Course

Trenching and Excavation

Qualified Rigger and Signal Training

Chevron/Fluor Site Specific Training

Electrical Safety

Aerial Work Platforms

Scaffold Safety

PPE Awareness Training

Ladder Safety Training

Accident Investigation and Root Cause Analysis

RYAN DEES

MASTER BUILDER | EMPLOYEE OWNER

Ryan is recognized as a SpawGlass Master Builder, having proven his ability to manage complex construction projects. Our master builders are sought after by our clients and are often requested to lead their projects. Ryan has demonstrated construction expertise in diverse environments, showcasing his adaptability while demonstrating strong leadership and communication skills. As general superintendent, Ryan will provide oversight guided by his vast experience on similar projects.

BRAZORIA COUNTY JUSTICE CENTER

Angleton, TX | **Role:** Senior Superintendent

BRAZORIA COUNTY ADMINISTRATION BUILDING

Angleton, TX | **Role:** Senior Superintendent

BRAZORIA COUNTY EMERGENCY OPERATIONS BUILDING

Angleton, TX | **Role:** Senior Superintendent

FORT BEND COUNTY TRANSIT FACILITY

Rosenberg, TX | **Role:** Senior Superintendent

TEXAS STATE UNIVERSITY CASTRO HALL

San Marcos, TX | 221,240 SF | **Role:** Master Builder | **Owner:** Texas State University

Original Construction Cost: \$109,200,000 | **Final Construction Cost:** \$109,347,911

Scheduled Start: 12/27/2023 | **Actual Start:** 12/12/2023

Scheduled Completion: 7/15/2025 | **Actual Completion:** 7/15/2025

Owner Reference: Peter Maass | 512-463-1823 | peter.maass@tsus.edu

New construction of two residence hall wings and central community space with 509 units (942 total student beds); includes single and double occupancy rooms, accessible rooms, resident assistant rooms, faculty apartments, community bathrooms, guest bathrooms, student lounge areas, a laundry room, a seminar room, offices and typical back of house spaces; project also includes underground utilities and associated site upgrades to serve the new complex



UT MD ANDERSON DEMOLITION OF JONES, BATES-FREEMAN AND ANDERSON CENTRAL BUILDINGS

Houston, TX | **Role:** Master Builder | **Owner:** The University of Texas MD Anderson Cancer Center

Original Construction Cost: \$155,650,000 | **Final Construction Cost:** In Progress

Scheduled Start: 11/3/2025 | **Actual Start:** 11/3/2025

Scheduled Completion: 12/30/2030 | **Actual Completion:** Anticipated 12/30/2030

Owner Reference: Guicela Salazar | 713-563-3228 | gsalazar3@mdanderson.org

Two-phase project consisting of rerouting of mechanical, electrical, plumbing, fire protection and technology systems within the buildings to prepare for the next phase of building demolition



YEARS OF EXPERIENCE

22 years in the Industry

18 years with SpawGlass

EDUCATION / TRAINING

B.S. Construction Management, University of Louisiana at Monroe

ASHE Healthcare Construction Certificate (HCC)

Construction Site Safety Technician

First Aid/CPR

Master Builder

NCCER 100-Hour Certified Site Safety Technician (CSST)

OSHA 30-Hour

OSHA 500 Course

OSHA 510 Course

AARON BRADFORD, LEED ASSOCIATE, AC

OPERATIONS MANAGER | EMPLOYEE OWNER

As operations manager, Aaron is responsible for overseeing all projects within the region. He attends all project review meetings and regularly visits the job site to review project progress, quality and compliance with contractual requirements.

BRAZORIA COUNTY JUSTICE CENTER

Angleton, TX | **Role:** Operations Manager

BRAZORIA COUNTY ADMINISTRATION BUILDING

Angleton, TX | **Role:** Project Executive

BRAZORIA COUNTY EMERGENCY OPERATIONS BUILDING

Angleton, TX | **Role:** Project Executive

WEST PEARLAND LIBRARY

Pearland, TX | **Role:** Preconstruction Services Manager

HARRIS COUNTY PRECINCT 4 SERVICE CENTER PHASE I AND II

Tomball, TX | **Role:** Preconstruction Services Manager

CITY OF HOUSTON DR. SHANNON WALKER NEIGHBORHOOD LIBRARY

Houston, TX | **Role:** Operations Manager

EAST MONTGOMERY COUNTY CONVENTION CENTER AND PARKING GARAGE

New Caney, TX | 210,070 SF | **Role:** Operations Manager | **Owner:** East Montgomery County Improvement District

Original Construction Cost: \$133,995,912 | **Final Construction Cost:** In Progress

Scheduled Start: 1/7/2025 | **Actual Start:** 1/7/2025

Scheduled Completion: 10/8/2026 | **Actual Completion:** Anticipated 10/8/2026

Owner Reference: Frank McCrady | 281-354-5020 | fmccrady@emctx.com

New, two-level convention center that includes a multipurpose exhibit hall, lobby and prefunction areas, administrative offices and support areas

CITY OF HOUSTON NORTH BELT POLICE STATION

Houston, TX | 29,000 SF | **Role:** Operations Manager | **Owner:** City of Houston

Original Construction Cost: \$20,330,007 | **Final Construction Cost:** In Progress

Scheduled Start: 5/14/2025 | **Actual Start:** 5/14/2025

Scheduled Completion: 7/14/2026 | **Actual Completion:** Anticipated 7/14/2026

Owner Reference: Sergeant James Hudkins | 713-503-9989 | james.hudkins@houstonpolice.org

New police station and fleet building consisting of office space, community meeting room, investigative functions, and holding area of four occupants

HARRIS COUNTY EMERGENCY SERVICE DISTRICT NO. 7 SPRING FIRE DEPARTMENT W.W. "COTTON" WEAVER TRAINING CENTER

Spring, TX | 61,636 SF | **Role:** Principal | **Owner:** Harris County Emergency Services Dept. 7

Original Construction Cost: \$48,000,349 | **Final Construction Cost:** \$48,257,080

Scheduled Start: 9/1/2023 | **Actual Start:** 9/11/2023

Scheduled Completion: 9/1/2026 | **Actual Completion:** Anticipated 5/11/2026

Owner Reference: Melanie Gardner | 281-350-3210 | melanie.gardner@hcesd7.org

Construction of fire department logistics and storage building, outdoor classroom, three-level mixed-use burn building, two-level residence burn building, surface parking and site utilities on a 55-acre tract



YEARS OF EXPERIENCE

22 years in the Industry

22 years with SpawGlass

EDUCATION / TRAINING

B.S. Construction Management, Texas A&M University

American Institute of Constructors Associate Constructor (AC) Certification (Level 1)

ASHE Healthcare Construction Certificate (HCC)

LEED Green Associate

OSHA 100-Hour

ROGER BERRY

PRESIDENT, HOUSTON REGION | EMPLOYEE OWNER

As president of the Houston Region, Roger ensures compliance with contract responsibilities, reviews and approves management and resource commitments, and gives final negotiating and approval authority on behalf of the SpawGlass team. He is available at any time to discuss the project direction, schedule and performance of our staff.

BRAZORIA COUNTY JUSTICE CENTER

Angleton, TX | **Role:** Principal

BRAZORIA COUNTY ADMINISTRATION BUILDING

Angleton, TX | **Role:** Principal

BRAZORIA COUNTY EMERGENCY OPERATIONS BUILDING

Angleton, TX | **Role:** Principal

HARRIS COUNTY PRECINCT 4 SERVICE CENTER PHASE I AND II

Tomball, TX | **Role:** Operations Manager

FORT BEND COUNTY TRANSIT FACILITY

Rosenberg, TX | **Role:** Operations Manager

WEST PEARLAND LIBRARY

Pearland, TX | **Role:** Operations Manager

CITY OF HOUSTON DR. SHANNON WALKER NEIGHBORHOOD LIBRARY

Houston, TX | **Role:** Principal

EAST MONTGOMERY COUNTY CONVENTION CENTER AND PARKING GARAGE

New Caney, TX | 210,070 SF | **Role:** Principal | **Owner:** East Montgomery County Improvement District

Original Construction Cost: \$133,995,912 | **Final Construction Cost:** In Progress

Scheduled Start: 1/7/2025 | **Actual Start:** 1/7/2025

Scheduled Completion: 10/8/2026 | **Actual Completion:** Anticipated 10/8/2026

Owner Reference: Frank McCrady | 281-354-5020 | fmccrady@emctx.com

New, two-level convention center that includes a multipurpose exhibit hall, lobby and prefunction areas, administrative offices and support areas

CITY OF HOUSTON NORTH BELT POLICE STATION

Houston, TX | 29,000 SF | **Role:** Principal | **Owner:** City of Houston

Original Construction Cost: \$20,330,007 | **Final Construction Cost:** In Progress

Scheduled Start: 5/14/2025 | **Actual Start:** 5/14/2025

Scheduled Completion: 7/14/2026 | **Actual Completion:** Anticipated 7/14/2026

Owner Reference: Sergeant James Hudkins | 713-503-9989 | james.hudkins@houstonpolice.org

New police station and fleet building consisting of office space, community meeting room, investigative functions, and holding area of four occupants

HARRIS COUNTY EMERGENCY SERVICE DISTRICT NO. 7 SPRING FIRE DEPARTMENT W.W. "COTTON" WEAVER TRAINING CENTER

Spring, TX | 61,636 SF | **Role:** Principal | **Owner:** Harris County Emergency Services Dept. 7

Original Construction Cost: \$48,000,349 | **Final Construction Cost:** \$48,257,080

Scheduled Start: 9/1/2023 | **Actual Start:** 9/11/2023

Scheduled Completion: 9/1/2026 | **Actual Completion:** Anticipated 5/11/2026

Owner Reference: Melanie Gardner | 281-350-3210 | melanie.gardner@hcesd7.org

Construction of fire department logistics and storage building, outdoor classroom, three-level mixed-use burn building, two-level residence burn building, surface parking and site utilities on a 55-acre tract



YEARS OF EXPERIENCE

41 years in the Industry

41 years with SpawGlass

EDUCATION / TRAINING

B.S. Building Construction,
Texas A&M University

American Institute of
Constructors Certified
Professional Constructor
(CPC) Certification (Level 2)

OSHA 30-Hour



SECTION E

UNDERSTANDING OF THE PROJECT AND APPROACH TO PERFORMING THE REQUIRED SERVICES

1. ADDRESSING ISSUES

Discuss the major issues your firm has identified on this Project or similar projects, and how you intend to address those issues.

We have significant with various municipal facilities across Texas. This experience allows us to understand the specific regulatory and operational requirements essential for these types of facilities, ensuring we meet the expectations of both the City and the community. Our team will draw on our proven track record to ensure your project is a success.

Technology and AV Integration

Our team has recent experience with the technology and AV integration in the modern judicial process. The Brazoria and Comal County Courthouses included advanced audiovisual systems, which enabled remote testimony, digital evidence presentation and real-time transcription, supporting the growing trend of hybrid/virtual hearings, improving public access through live streaming, and ensuring compliance with legal standards for digital record keeping.

911 Dispatch Design

Having recently completed the Brazoria County Emergency Operations Center, our team is well-versed in the NFPA 1221, which directs installation and maintenance of emergency service communication systems. We can provide solutions including unique sound-proofing strategies and layouts that support both routine operations and emergency activation events. Additionally, emergency operations centers and dispatch centers we have completed included redundant fiber, security and layered security systems to ensure uninterrupted operations in crisis situations.

Security and Circulation Solutions

Experience with municipal construction will help our construction team join the necessary design emphasis on security and circulation through the facility. We understand the importance of separate, secured circulation paths, secure corridors and restricted access zones for elected officials, county employees and the public.

Sustainability and Durability

Our team understands how materials and equipment selections help determine the success of a project. We will partner with City officials and the design team to offer methods and materials solutions that will balance functionality, strength and security for the critical operations of the New City Hall.

Hardened Construction

Given your New City Hall's proximity to the coast, and its intended use as an emergency response building, we understand that the structure must be hardened to withstand any storm the Texas Gulf Coast may throw at it. SpawGlass recently completed a multi-building courthouse campus expansion project for Brazoria County, which faces similar geographic challenges. At Brazoria County, each building was built to sustain a category 5 hurricane (including wind speeds over 165 mph). The buildings featured impact resistant exterior skin systems and fully redundant emergency back-up generation abilities.

We will work with the design team to incorporate your project with an adequately elevated site, suggest flood resistant materials and flood protection systems (walls and gates) as necessary, and develop floodplain retention solutions that will safeguard the facilities operations and ensure continuity after severe weather events.

BIM/ Virtual Design and Construction (VDC)

VDC is a collaborative process that utilizes 3-D digital models of buildings and systems generated by the design team and the construction team. This process is most effective when implemented as early as possible in the design phase. The end result of the VDC process is an as-built model that will serve as an informational and maintenance tool for the life cycle of the building.

SpawGlass uses VDC to provide rapid response feedback to the design team, incorporate first-hand expertise from the facility maintenance groups and end users into the BIM model, and allow owners to preview the finished product as it is being designed. VDC also provides critical oversight of quality control and MEP commissioning, which are integral to timely and efficient project execution. VDC has clear impacts on increasing the efficiency of projects, including:

- Reduction in change orders during the construction phase
- Reduction in rework
- Ability to accelerate the schedule
- Increased productivity through prefabrication
- Reduction in reportable safety incidents due to the ability to prefabricate work
- Reduction in final construction costs



Brazoria County Courthouse Campus Expansion BIM Images



Scan the QR code to watch a BIM model fly-through video of the Brazoria County Administration Building



Scan the QR code to watch a BIM model fly-through video of the Brazoria County Emergency Operations Center

BRAZORIA COUNTY COURTHOUSE CAMPUS EXPANSION – ANGLETON, TX

After finalizing the phasing plan for the entire Campus Expansion in Spring of 2021, while tracking the growing lead times for structural steel, joist, and decking, SpawGlass immediately began petitioning for the AE team to produce an early release set of documents for these building elements for the Administration Building and Emergency Operations Center. This early release package allowed the preconstruction team to start shop drawing review and material procurement of the structural frame and decking allowing the project to proceed in December 2021 without substantial delay.



Early Procurement and Early Release Packages

We strongly advocate for the use of early bid packages to expedite the start of construction while allowing for further refinements to the construction documents. Our strategy involves submitting a detailed written bid/proposal plan before generating the GMP proposal. This submission will outline the planned bid packages, the scopes for each, and the necessary completeness of the documents for the package to be bid. If the drawings to be bid are less than 100% complete, we will include our plan for obtaining comparative bids and constructing a complete project with these packages in mind.

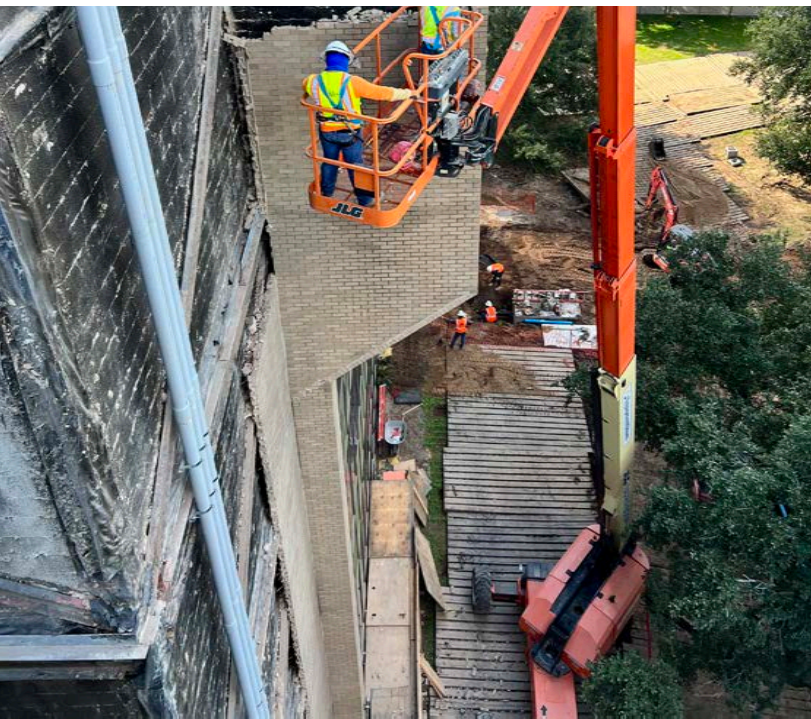
Once the building program is fully developed, our team of procurement specialists will develop strategies to ensure that long lead equipment such as emergency generators, mechanical units, switchgear and elevator equipment are prioritized through bid packages in a way that will not affect the construction schedule.

Historic Tree Preservation

Preserving historic trees on a jobsite is a critical part of responsible development and environmental stewardship. We understand the history these trees carry and their local, historical importance.

At the Brazoria County Courthouse Campus Expansion project, our team implemented tree preservation techniques on multiple trees, some of which were feet away from the building. Below is a list of key steps and best practices utilized to help ensure their protection:

- Installed 6 inches of mulch under tree drip line
- Installed boards around trunks and orange fence around drip lines
- Injected fertilizer around tree to drip line to 3 feet below grade
- Installed crane mats to prevent root damage and evenly distribute vehicle weight
- Coordinated with arborist to make site observations periodically, observe fertilizer injection and observe protection plan compliance
- Coordinated with arborist and tree trimming contractor to specify limbs to be trimmed for construction access to building facade



BEST PRACTICES FOR SITE LOGISTICS PLANNING

Site logistics plans are used to communicate site-specific information with the entire project team. This ensures that everyone involved in the project has a clear understanding of construction impacts on the project site and in the surrounding areas. A good site logistics plan details things like road closures, site access and crane plans, making it an invaluable tool to maximize productivity while ensuring we are considerate of our neighbors.

Each project is unique. SpawGlass will work with the City and any other stakeholders to develop a site logistics plan that works for you and your project.

Contractor Controlled Insurance Program (CCIP)/ Subcontractor Default Insurance (SDI)

As an added value to our projects, SpawGlass offers a comprehensive insurance program. This includes a contractor controlled insurance program (CCIP) and a subcontractor default insurance (SDI) protection program.

CCIP is designed to provide purchasing efficiency and premium cost stabilization through the use of a single insurance source managed by SpawGlass in lieu of subcontractors obtaining their own coverage. It gives uniform and consistent coverage for everyone in the program. There are no hidden endorsements reducing coverage, and it maximizes liability limits.

SDI is designed to protect SpawGlass and our clients from any costs incurred due to the inability of subcontractors to respond to their subcontract commitments. This coverage continues after project completion for 10 years – well beyond the coverage period for standard payment and performance bonds. SDI also allows SpawGlass to respond to any subcontractor default expeditiously, which gives us unilateral control in managing our subcontractors and maintaining our project schedule.

2. PROJECT MANAGEMENT APPROACH

Describe your firm's project management approach and team organization during design and construction phase services and how you provide continuity of staff and project knowledge between project phases. Describe systems used for planning, scheduling, estimating, and managing construction. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.

SpawGlass' management methodology and approach is based upon teamwork, collaboration, trust and communication. With the construction manager-at-risk (CMAR) delivery method, the opportunity for a successful project is greatly increased because it promotes close collaboration among The City of Alvin, SpawGlass and the design team from the earliest stages of design.

When selected for this project, our proposed SpawGlass team will be an extension of The City of Alvin. We will be honest, trustworthy, transparent and always a good steward of your money. Our goal is deliver a successful project that will allow you to better serve our growing community. Here's how we do it:



Teamwork

It's all about the team! We will conduct regular team meetings and set clear project goals that define what a successful project looks like to you and your stakeholders.



Collaboration

We will listen and understand everyone's viewpoint and utilize our strong reputation in the Houston subcontracting community to get better pricing and proven performers on the team.



Trust

Our team will build trust by being transparent in all transactions, providing updates on delivery dates for critical items and estimates at each stage of drawings and specifications.



Communication

Early and often! We will discuss the project phasing with the City and all stakeholders to maximize performance while minimizing disruption. Great phasing plans save time, money and headaches for our clients.

OUR GUARANTEE:
The Absolute Best
Construction Experience



From conceptualization to design development, our preconstruction team ensures projects are set up for success from the outset. This phase involves strategic planning and collaboration with design consultants and stakeholders. **Our preconstruction services include specially curated cost estimates and value engineering, detailed constructability analyses and proactive problem-solving.** We also vet and select subcontractors who share our values and are dedicated to achieving our clients' goals.

The CMAR delivery method helps facilitate an atmosphere where the design and construction firms work together as a single, cohesive implementation group. **Our team leaders will be involved during preconstruction – ensuring a seamless transition into the construction phase.**

Our approach emphasizes early engagement and proactive planning to identify and address potential risks before they impact project outcomes. Through comprehensive risk assessments, including safety and environmental factors, we establish clear mitigation strategies to reduce risk and prepare for the unexpected. We set clear budgets, track costs carefully and follow strong ethical standards from start to finish. This disciplined, solutions-focused process ensures transparency, accountability and long-term value for our clients and communities.

We truly understand your desire to maximize the project's budget and create the most high quality facility for the City of Alvin community. As your CMAR, we will make sure the design addresses your vision. We will prioritize your goals, budget and long-term value at every stage. You can expect honest recommendations, clear cost tracking and a commitment to delivering work that meets your agreed scope, schedule and quality standards.

Your satisfaction is important to us. Our goal is to provide you with the absolute best construction experience, with your needs always at the core of our commitment. Our commitment to quality, collaboration and transparency will guide us throughout this process, ensuring a successful project delivery.

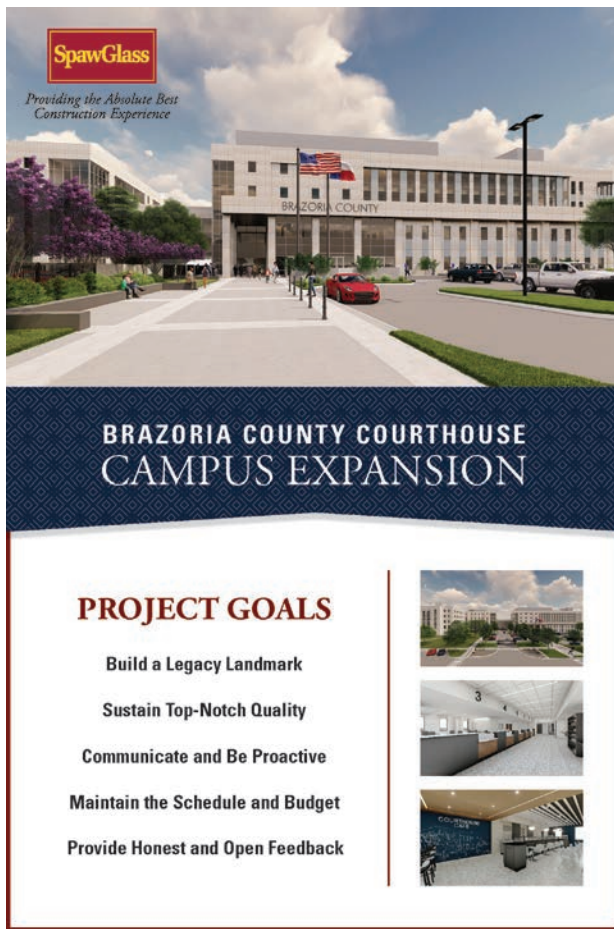
Client Experience Process

SpawGlass' Client Experience Process has been developed to document the expectations and goals, measure our effectiveness at providing the absolute best construction experience and continuously improve upon our performance.

Initial Client Expectation Meeting



Prior to the start of your project, proposed **Project Executive Justin Nowak** and the team will meet with the City to understand the expectations, major goals and priorities for the project. These identified expectations and goals will be posted in the form of a client goals poster at the jobsite as a reminder of the client's expectations and to reinforce the importance of their priorities.



Client Goals Poster, Brazoria County Courthouse Campus Expansion

Mid-Term Client Experience Meeting

SpawGlass Houston Region President Roger Berry or **Operations Manager Aaron Bradford** will meet with the City at the midpoint of the project schedule to gain feedback on how we are doing at meeting or exceeding the client's expectations. The Mid-Term Client Experience Meeting provides valuable feedback and up-to-date information regarding overall performance while offering a great opportunity to modify services, if necessary. During this meeting we measure how our team is doing at providing the absolute best construction experience by a net promoter score (NPS). We listen and gather feedback to help us improve our client's experience through the last half of the project and on future projects.

Project Completion Client Experience Meeting

SpawGlass Houston Region President Roger Berry or **Operations Manager Aaron Bradford** will meet with the City within 60 days of substantial completion to gain feedback on how our services met the City's expectations. This is our opportunity to listen. The purpose of this meeting is to gain valuable feedback from the owner as to how our services have met their expectations. The check-in will also serve as an opportunity to listen and take notes on how we can improve the closeout processes of the project. Just as in the Mid-Term Client Experience Meeting, we measure how we did at providing the absolute best construction experience by a NPS. Annual Client Experience Follow-Up and Observation Meeting

SpawGlass will walk the project with the City annually beginning at the one year anniversary of substantial completion and continuing through the 10th anniversary of project's substantial completion. The goals of these meetings are to:

- Stay in touch with the client and follow up on the client's satisfaction with our services and their facility.
- Observe the condition of the facility, identify any issues early and document if needed.
- Educate ourselves about what elements and/or products are or are not performing well and relay that information to our preconstruction services and estimating team members for future projects.

PRECONSTRUCTION SERVICES OVERVIEW



Our Philosophy

We develop accurate, data-driven estimates and solution-oriented preconstruction services to ensure the successful delivery of our clients' projects. Our goal is to provide you with **the absolute best construction experience** while prioritizing collaboration and transparency throughout preconstruction.



Project Progression Plan

This collaborative planning session establishes a design schedule and program guidelines while outlining expectations for operational technology, particularly BIM and VDC.



Estimating Services

Our detailed estimates are developed with a thorough understanding of the scope of work. By tracking the design during preconstruction, we ensure estimates at every stage remain within the budget.



Subcontractor Market Input

The strong, established relationships we have with the local subcontracting community assist with budget control, accurate scheduling and identification of early procurement items.



Cost Savings Options

By providing reliable cost estimates, our teams are able to identify any potential for cost savings on your project. We will always prioritize maximizing your budget to meet the project's needs.



CLIENT-ORIENTED APPROACH

No matter the size or shape, each project requires an individualized approach.

- Engaged listening, meticulous planning, constant communication and the ability to be flexible and as invisible as possible
- Partnering during preconstruction to ensure we maximize the budget and provide long-term best value
- Planning our construction activities around your needs, ensuring safety, security and privacy; communicating constantly to maximize opportunities and minimize disruptions to ongoing operations



Project Progression Plan

The Project Progression Plan is a collaborative design planning session that establishes accountability while aligning expectations. The Project Progression Plan sets the path through the preconstruction phase and lays the foundation for a seamless, successful construction phase. **The results are on time or earlier construction starts and maximized design times achieved through strategic bid packaging and more thoroughly vetted design packages.**

The Project Progression Plan is most effective when the entire design team, owner representatives and SpawGlass team are active participants in the session. SpawGlass will lead the team in establishing the design schedule by leveraging design guidelines and a project bid package strategy to enable construction to start as scheduled or sooner.

In addition, the team will establish expectations for the Building Information Modeling (BIM)/Virtual Design and Construction (VDC) process. Including identifying essential and nonessential items for the design team to model. This helps streamline and plan the work most effectively. SpawGlass encourages the participation of end users and facilities maintenance and operations personnel during preconstruction and the BIM/VDC process through virtual inspection. Beginning with the end users in mind helps the design team become more in tune to the long-term maintenance and functional needs of the facility.

Following the initial planning session, we recommend weekly check-ins to analyze progress, review constructability items and budgets, discuss issues, reconcile costs and perform value analyses. This will ensure everyone is being held accountable, moving in the same direction and working toward the team's common goals, in a constant rhythm.

PROJECT PROGRESSION PLAN

MAXIMIZE DESIGN TIME +
DRIVE CONSTRUCTION START



SECURE COMMITMENTS

- Communicate design guidelines and expectations clearly
- Outline roles and responsibilities
- Develop lean schedule for design
- Determine bid package strategy and design priority

ESTABLISH BIM/VDC EXPECTATIONS

- Identify essential objects to be modeled
- Outline model update change management criteria
- Create data exchange policy
- Establish naming conventions to be utilized within models
- Define preconstruction design coordination schedule and criteria

STAY ACCOUNTABLE

- Hold weekly check-ins
- Facilitate timely decision making

Systems for Planning, Scheduling, Estimating, and Managing Construction

Good systems support the natural construction project workflow, helping manage day-to-day business processes faster and more effectively. Keeping the entire project on the same page is crucial, and a good systems support this through efficient document control, photos, meeting minutes, daily logs, submittal documents, RFIs, and cost control measures.

Monitoring System(s)	Tracking	
Estimating CostOS Pantera On-Screen Takeoff	<ul style="list-style-type: none"> • Conceptual Budgets • Progress Estimating • Schematic Design Estimate • Design Development Estimate • GMP Estimate 	<ul style="list-style-type: none"> • Model Based Estimation • Full Document Competitive Bid Estimate • Revit Integration • Quantity Take-off Schedules
Scheduling Primavera P6 The Last Planner System	<ul style="list-style-type: none"> • Master Project Schedule • Design Schedule • Fast-Track Schedule • Progress Schedule Reporting 	<ul style="list-style-type: none"> • Six-Week Look Ahead Schedule • As-Built Schedule • Navisworks (4D Scheduling) • Weekly Work Plans
BIM/ Constructability/ Value Engineering Autodesk Revit Navisworks Sketch-Up Google Earth Bluebeam Studio	<ul style="list-style-type: none"> • Modeling • 3D Walk-Throughs • Clash Detections • 3D RFIs 	<ul style="list-style-type: none"> • Model Fly-Throughs • Trade Coordination • Site Views • Site Logistics Planning
Quality Management/ Safety CMiC PowerBI Dashboards	<ul style="list-style-type: none"> • Safety Inspections • Daily Job Safety Analyses (JAS) • Incident Reporting • Safety Metrics Dashboard • Bi-Monthly Mock OSHA Inspection • Site-Specific Safety Plans • Quality Metrics Dashboard • Quality Observations • Feature of Work Log • Subcontractor Qualifications 	<ul style="list-style-type: none"> • Preparatory Meeting Documentation • Subcontractor Quality Plans • Testing & Inspections • First Work in Place Inspections • Non Conformance Reporting • Material Verification • Field Observation Reports • Warranty Tracking
Project Management CMiC Client Requested/Provided Softwares	<ul style="list-style-type: none"> • Daily Logs • Labor Management • Full Cost Control • Meeting Agendas and Minutes • Cost-Substantiated Billings • Change Management • Cost Reports • Project Contacts Directory • RFIs 	<ul style="list-style-type: none"> • Submittal Management • Transmittals • Document Management • Punchlists • Wage Rate Compliance Tracking • Insurance Compliance Tracking
Other Reporting and Softwares	<ul style="list-style-type: none"> • Material Tracking Log • Commissioning Tracking • Inclement Weather Tracking • Constraint Log • Buyout Log 	<ul style="list-style-type: none"> • Preconstruction Pending Issues Report • AutoCAD (field engineering/ layout)

Quality Control



SpawGlass will implement our Zero-Defect Process (ZDP), a multifaceted quality control program focused on planning and preparation to ensure high-quality workmanship throughout your project. **Superintendent Matt Lizama** will lead all ZDP activities, with support from **Master Builder Ryan Dees**, in accordance

with our detailed quality assurance/quality control protocols, enabling early identification and resolution of potential issues and ensuring that all materials and installation processes meet or exceed project plans and specifications.



For each significant construction activity and measurable feature of work, the ZDP will be applied in three phases:

- 1. Preparatory Phase** – Prior to beginning work, our project team will review contract specifications and drawings, manufacturers' installation instructions and required inspections, and arrangements for required tests and inspections. We also will review each subcontractor's site-specific quality management plan. At this stage, our goal is to focus our quality efforts on preventing deficiencies.
- 2. Initial Phase** – Once a representative sample of the work has been done, we will examine and photograph the first work-in-place to ensure a superior level of workmanship and strict compliance with the construction documents, material samples, submittals and shop drawings. This phase will be repeated each time a new crew begins working onsite or whenever specified quality is not met.
- 3. Verification Phase** – Once a construction activity or feature of work is complete, we will verify conformance to the construction documents, and required tests and inspections will be performed. Any identified deficiencies or nonconforming work will be corrected, re-inspected and documented before any subsequent construction activities proceed.

Color - Coding for Quality



For in-wall inspections, each subcontractor is given a color to mark the studs confirming they have performed a quality control check for a section of wall, and it is ready for final inspection.

This color-coded quality control system creates a clear visual record of each trade's work and inspection status, making it easy to verify completion and identify accountability. It streamlines the final inspection process, reduces the chance of missed issues, and minimizes delays or costly rework. This ultimately helps keep the project on schedule and within budget.

- ✓ **Increased Accountability**
- ✓ **Faster Inspections**
- ✓ **Reduced Risk of Rework**

Commissioning and Final Inspections

Commissioning is a vital extension of our quality control process that begins at project inception and continues through final inspections and turnover. It ensures all systems are installed and functioning per project requirements, manufacturer recommendations, UL regulations, and applicable building codes.

Our commissioning process includes verifying that all systems operate as intended, conducting performance testing, and documenting results. We coordinate closely with third-party inspectors and local authorities to facilitate final inspections and secure necessary approvals, including the Certificate of Occupancy. Additionally, we conduct client walkthroughs to identify and resolve any outstanding punch list items prior to turnover.

To support long-term operations, we provide facilities personnel with operation and maintenance manuals, warranties, and system training, ensuring a smooth transition and reliable building performance.

Dispute Resolution

All of SpawGlass's procedures are geared toward proactively identifying problems and resolving them before they escalate. In maintaining open and frequent communication, very few issues ever leave the jobsite level. In the event a dispute is not able to be resolved at the jobsite level, we will use the City's standard dispute resolution protocol. **Roger Berry**, Houston Region President and **Michael Emmons**, COO, are immediately available should any issue begin to escalate.

Safety Management



Safety is a core value within the SpawGlass corporate culture. At all levels of the company, SpawGlass maintains and practices a "Zero Today" philosophy. We approach every day with the mindset to proactively

eliminate all incidents. For our team members, safety is at the forefront of everything we do. In addition to industry-standard safety initiatives, SpawGlass has developed a number of programs that set us apart, all of which will be a part of the specific safety plan for your project.

A more complete overview of our project safety program is included in Section B Item 3.

3. SUBCONTRACTOR SELECTION

Describe your approach to subcontractor selection including outreach to subcontractor trades and appropriate qualifications; your approach to coordinating with the City on recommended subcontractors; and the benefit that your subcontractor selection approach provides to the Project.

Subcontractor Selection and Benefits

During preconstruction, we communicate with the local subcontracting community early on in efforts to generate interest and ensure multiple competitive bids for each scope of work. We provide detailed bid packages for each scope of work and conduct pre-bid meetings to create awareness, competition and a level playing field to subcontractors.

We have the ability to solicit qualified subcontractors through direct relationships and experience gained by working locally. Our team members have strong relationships with reputable, qualified firms throughout the Houston area. They will solicit participation and ensure qualified firms who understand the requirements are secured for your project.

Five Weeks to Deadline

- Distribute email notices to subcontractors and suppliers via our in-house online plan room, Pantera, and include small/minority-certified subcontractors and suppliers for each trade.
- Contact all subcontractors and suppliers to consolidate a list of interested respondents.

Four Weeks to Deadline

- Hold a pre-proposal conference/community outreach mixer to allow proposers to ask questions and further familiarize themselves with the project.
- Review any RFIs or clarifications submitted and send list to project architect for review and release via addendum no later than one week prior to the proposal due date.
- Issue addenda and distribute to all pre-proposal conference attendees

Proposal Due Date

- Receive competitive sealed proposals (CSPs) and privately open in the presence of the owner at the designated time and date; Tabulate proposals for each category of work, evaluate and score based on the approved "best value" grading criteria.
- Meets with each best value subcontractor to review their scope of work for the given category.
- Having confirmed best value, present a recommendation with evaluation comparisons and comparison to the estimated cost included in the GMP for the owner's approval.
- Once approval is received, negotiate contract with best-value firm.

Our goal is to make the City of Alvin the customer of choice, ensuring that your project is a priority for our entire team, including subcontractors.

City's Recommended Subcontractors

SpawGlass evaluates best value with numerous criteria. This will be reviewed with the City of Alvin to ensure scope and budget alignment.



SECTION F

FINANCIAL CAPABILITY APPROPRIATE TO SIZE AND SCOPE OF PROJECT

1. FINANCIAL STATEMENT

a. Please provide a current financial statement, preferably audited, including your organization's latest balance sheet and income statement indicating the following information. This information will be kept confidential by the City if each page of the financial statement is clearly marked "confidential".

Our confidential financial statement is included in a separate, labeled file.

b. Please provide name and address of firm preparing attached financial statement, and date thereof.

RMS US LLP
19026 Ridgewood Pkwy #400
San Antonio, TX 78259
Dated: December 31, 2024

c. Please confirm that the included financial statement is for the organization named on page one. If it is not, please explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

The included confidential financial statement is for the organization named on page one.

d. Please indicate if the organization whose financial statement is attached will act as guarantor of the contract for construction.

SpawGlass will act as guarantor of the contract.

2. SURETY

a. Please provide name of bonding company.

Adams Insurance Service, Inc.

b. Please provide name and address of agent.

Michael Berry, Vice President - Surety
427 W. 20th Street, Suite 500
Houston, TX 77008

c. Please provide maximum bond amount available at this time. (Note that maximum bond capacity less than \$5,000,000 is grounds for rejection.)

SpawGlass has an aggregate bonding capacity in excess of \$1.25 billion, but does not have a set limit. We work closely with our bonding company to review bonding capacity for all projects. Our current backlog is \$611,487,593.

d. Please provide your bond premium rate.

We work closely with our bonding company to determine our bond premium rate per project.

3. INSURANCE

a. Please provide name of insurance carrier or carriers.

Adams Risk Management Services, LLC

b. Please provide name and address of agent. Please provide a Certificate of Insurance for all coverages.

Our certificate of insurance is included on the following pages.

Mirta Tamez
Adams Insurance Service, Inc.
111 North Loop W, Suite 600
Houston, TX 77008

c. Please provide total amount of excess liability insurance coverage in place.

\$10,000,000

d. Please provide your general liability insurance rate.

We work closely with our insurance carrier to determine our rate per project.



ADDITIONAL REMARKS SCHEDULE

AGENCY Adams Risk Management Services, LLC		NAMED INSURED SpawGlass Contractors, Inc. 13800 West Road Houston, TX 77041	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

damage. 3) CNA63359 & CNA71527 - Primary Non-Contributory basis only when required by a written contract prior to Accident or Loss. 4) CNA68021 - Notice of Cancellation - 30 days blanket as required by written contract.

The Workers' Compensation policy includes the following endorsements: 1) WC990304 - Waiver of Subrogation - Blanket waiver for any person or organization for whom the named insured has agreed in a written contract to furnish the waiver. 2) WC420601 - Notice of Cancellation - 60 days blanket as required by written contract.

The Umbrella/Excess Liability policy applies in excess and follows form of the underlying General Liability, Automobile Liability and Employers Liability policies above including the terms of any additional insured, waiver of subrogation and 30 day notice of cancellation endorsements. The policy follows the terms and conditions of such underlying policies unless they are inconsistent with the terms of the policy.

The Equipment Floater policy includes a Blanket Automatic Loss Payee Endorsement CMU618 that provides Loss Payee status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.



ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
 - b) Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 06/01/2025

Policy No.: GL25A00046

Endorsement No.:

Insured: SpawGlass Employee Holding Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT –
AUTOMATIC STATUS WHEN REQUIRED IN LEASE
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability caused, in whole or in part, by the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract with you for such leased equipment ends.
- B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
- This insurance does not apply:
1. To any "occurrence" which takes place after the equipment lease expires;
 2. Unless specifically required by written contract, to "bodily injury" or "property damage" caused by the negligence of such person or organization.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, minimum duration, and minimum scope of coverage required by the contract.
- D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2025

Policy No.: GL25A00046

Endorsement No.:

Policy Effective: 06/01/2025

Premium \$

Insured: SpawGlass Employee Holding Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You):

Any premises leased to you where you are required by a lease agreement to add a person or organization as an additional insured.

Name of Person or Organization (Additional Insured):

As required by the lease agreement.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law.

This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, minimum scope of coverage, and minimum duration of coverage, required by the contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract or agreement requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2025

Policy No.: GL25A00046

Endorsement No.:

Policy Effective: 06/01/2025

Insured: SpawGlass Employee Holding Company

Premium \$

Insurance Company: American Contractors Insurance Company Risk Retention Group

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY
OR SUBDIVISION OR POLITICAL SUBDIVISION –
PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SCHEDULE

State or Governmental Agency or Subdivision or Political Subdivision:

Any state or political subdivision that you are required to include as an additional insured as a condition for issuance of a permit or authorization.

Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

- (2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

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

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

With respect to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by any insured, including:

- (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a condition for the issuance of the permit or authorization requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 06/01/2025

Policy No.: GL25A00046

Endorsement No.:

Insured: SpawGlass Employee Holding Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025

Policy No.:GL25A00046

Endorsement No.:

Insured: SpawGlass Employee Holding Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG



NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025

Policy No.: GL25A00046

Endorsement No.:

Insured: SpawGlass Employee Holding Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG



AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed the General Aggregate Limit under Limits of Insurance, Section III, of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: same as policy eff. date unless otherwise indicated above.

Policy Effective: 6/1/2025

Policy No.: GL25A00046

Endorsement No.:

Insured: SpawGlass Employee Holding Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

- (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
- (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

- 3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- 4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
- 2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)
Underwriting Company: Valley Forge Insurance Company

Policy No: BUA 7033775896
Policy Effective Date: 06/01/2025

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)
Underwriting Company: Valley Forge Insurance Company

Policy No: BUA 7033775896
Policy Effective Date: 06/01/2025



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)
Underwriting Company: Valley Forge Insurance Company

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Policy Effective Date: 06/01/2025



(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are ~~not an individual, to any of your executive officers or partners or your insurance manager.~~

B. Transfer Of Rights Of Recovery Against Others To Us

~~The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**~~

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not ~~prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.~~

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)
Underwriting Company: Valley Forge Insurance Company

Policy No: BUA 7033775896
Policy Effective Date: 06/01/2025

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)	Policy No: BUA 7033775896
Underwriting Company: Valley Forge Insurance Company	Policy Effective Date: 06/01/2025
Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC	

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

SpawGlass Contractors, Inc., SpawGlass Construction Corp.,
SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Form No: CNA68021XX (02-2013)
Underwriting Company: Valley Forge Insurance Company

Policy No: BUA 7033775896
Policy Effective Date: 06/01/2025

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver. This waiver does not extend to the statutory right of reimbursement from a claimant who recovers any amount under Section 417.002 of the Texas Labor Code.

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

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver
 Name of person organization
- (X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. This waiver does not extend to the statutory right of reimbursement under Section 417.002 of the Texas Labor Code.
- 2. Operations: CONSTRUCTION AND RELATED CONSTRUCTION RELATED WORK
 ALL TEXAS OPERATIONS
- 3. Premium:

 The premium charge of this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Minimum Premium: \$0
- 5. Advance Premium: \$0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025

Policy No. WCA000008325

Endorsement No.

Premium \$

Insured SpawGlass Employee Holding Company

Carrier Name/Code: ACIG Insurance Company



TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

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

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

Schedule

1. Number of days advance notice:

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is only applicable in the state of Texas.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025

Policy No. WCA000008325

Endorsement No.

Premium \$

Insured SpawGlass Employee Holding Company

Carrier Name/Code: ACIG Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the
COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to Section E – ADDITIONAL
COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered
Property in which both you and a Loss Payee share
an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you
and the Loss Payee as your interests may
appear.

This endorsement applies to all Covered Property for
which a Loss Payee is on file with us or your
insurance agent or insurance broker.

SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil
Construction, Inc., Westland Equipment and Supplies, LLC

Travelers Property & Casualty Co.
Policy No. QT-630-7625B35-0-TLC-25

CM U6 18 05 21

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281-970-5300

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Justin Nowak
Project Executive



Sam Bolen
Project Manager



Matthew Lizama
Senior Superintendent



Roger Berry
President, Houston Region

- **Proven Experience** – Fresh from the similar municipal projects, we have the team and playbook for success.
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- **Leaders in CMAR Delivery** – \$1.9B in CMAR projects in the past 10 years proves our expertise and leadership in preconstruction and field execution.
- **Maximized Value** – Competitive fees mean more of your budget goes to the project, not overhead!

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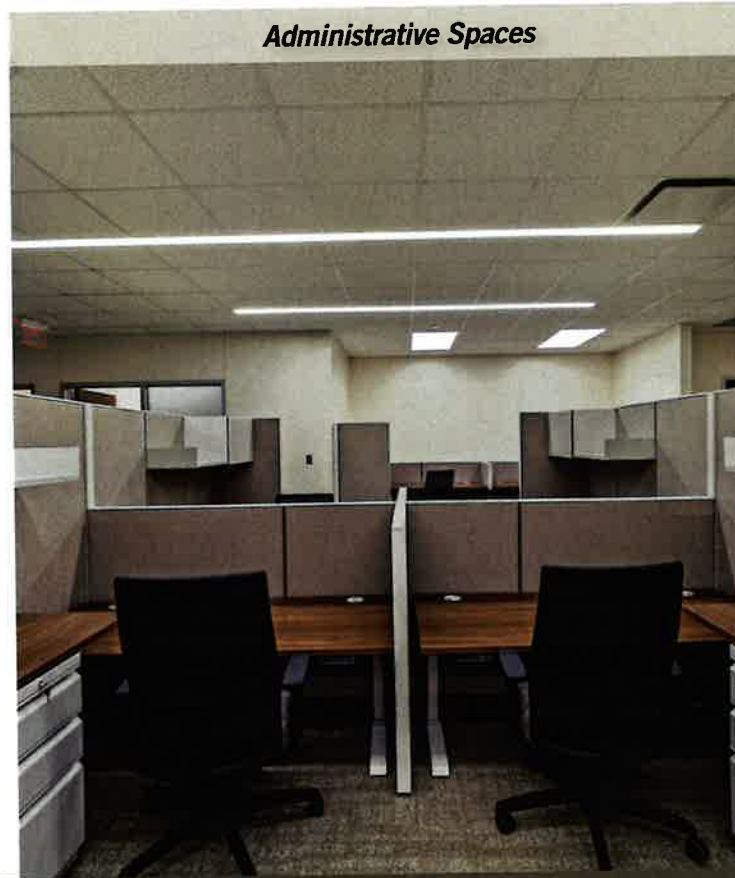
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Municipal Courts



Government Office Buildings



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750
TEAM MEMBERS
STATEWIDE

TEXAS ROOTS DATING BACK TO
1953



100%
EMPLOYEE-OWNED



Preliminary Value Engineering (VE) / Value Analysis (VA) Strategy

Item	Location	Div	Description	Quantity	Unit	Unit Price	Extension	Pending	Accepted	Rejected	Proposed By:			COMMENTS
											A/E	SG	Owner	
1	Concrete Piers	3	Reduction to pier depths or bell sizes				\$							Working on for 95% CD Issuance
2	South Exterior Columns	4	Find an alternate material to clad exterior columns	1000	SF	\$ 25.00	\$ (25,000)	\$ (25,000)						Pricing assumes a \$50/SF installed price.
3	Exterior Seat Walls	4 / 32	Make all seat walls an alternate	1	LS	\$ 29,200.00	\$ (29,200)		\$ (29,200)					All seat walls would be considered "alternate"
4	Exterior Brick	4	Interstate Brick ILO Arriscraft Alternate or Base with Stone.	10427	SF	\$ 8.60	\$ (89,672)		\$ (89,672)					
5	Steel Framing	5	Structural Engineer identifying ways to lighten the steel structure		TNS		\$							Working on for 95% CD Issuance
6	Theatre	6	Make the Wood Paneling at Theatre an alternate or Revise to another material	400	SF	\$ 119.00	\$ (47,600)			\$ (47,600)				
7	Metal Wall Panel	7	Make Imetco MP-1 and MP-2 an alternate material	1	LS		\$ (37,000)		\$ (37,000)					
8	Roof	7	Lightweight in lieu of Polyiso (Will become Base bid)	1	LS		\$ (115,000)		\$ (115,000)					PGAL requesting feedback from Structural EOR
9	Roof	7	Provide a Single Ply Roof membrane (PVC) in lieu of a modified bitumin as specified	1	LS		\$ (400,000)	\$ (400,000)						Furnish and install and adhered 60 mil PVC; (1) layer of 1/2" DensDeck Prime cover board; in urethane adhesive, 1/4" per foot tapered polyisocyanurate insulation, R-30 minimum
10	Storytime Entrance	8	Change Entrance to Standard Storefront Entrance as an deductive alternate	325	SF	\$ 75.00	\$ (24,375)			\$ (24,375)				
11	Interior Glazing Frames	8	Change Interior Glazing Partitions from Storefront to Raco Solutions 2 System	2874	SF		\$							TBD
12	Interior Ceiling Alternate	9	Reduce / Modify MTL-1 Interior Ceiling				\$							TBD; PGAL to work with 3 Manufacturers for alternate approved products
13	Appliances	11	Make Appliances OFOI	1	LS	\$ 7,000.00	\$ (7,000)		\$ (7,000)					
14	Auditorium Seating	12	Make Auditorium Seating OFOI	1	LS	\$ 65,741.00	\$ (65,741)		\$ (65,741)					
15	Service Elevator	14	Make Service Elevator an Alternate	1	LS	\$ 120,000.00	\$ (120,000)		\$ (120,000)					
16	Elevator	14	MRL Traction to MRL Hydraulic Elevator	1	LS	\$ 47,000.00	\$ (47,000)			\$ (47,000)				
17	Interior Fixtures	26	Lighting Fixture Cost Reduction	1	LS	\$ 50,000.00	\$ (50,000)	\$ (50,000)						TBD - This represents just a "target" lighting savings. An alternate lighting package is being developed that should create further competition
18	Structured Cabling	27	E-Rate Funding for Structured Cabling Scope	1	LS	\$ 135,000.00	\$ (135,000)	\$ (135,000)						Technology meeting with Brazoria county indicated that Pearland SCL would be eligible for E-Rate funding for up to 90% the structured cabling cost. This would require the City of Pearland potentially taking on the procurement of some of this scope.
19	De-Acceleration Lane	32	Fund the scope of the De-acceleration lane outside of the project	1	LS	\$ 75,000.00	\$ (75,000)			\$ (75,000)				
20	Amphitheater	3 / 32	Make Amphitheater and associated paving, deck, lighting, etc. an alternate	1	LS	\$ 85,000.00	\$ (85,000)			\$ (85,000)				
							\$ (1,352,588)	\$ (610,000)	\$ (463,613)	\$ (278,975)				



Estimating Kickoff Meeting

2.) Current Status:

Program validation

3.) Opportunities for Self-Perform:

4.) Project Team:

(Reference attached Org Chart)

5.) Contract Deliverables:

- Constructibility report at each milestone (SD, DD CD)
- Updated Schedule
- (6) Estimates (1 @ Program Validation, 2 @ SD, 2 @ DD, 1 @ CD)

6.) Schedule Review:

	Planned MM/DD/YY	Current MM/DD/YY
Updated POR Pricing	05/02/2025	
Concept Schematic Design	04/09/2025	
Concept Schematic Design Estimate	04/22/2025	
Advanced Schematic Design	04/24/2025	
Advanced Schematic Design - Estimate	05/07/2025	
50% DD	08/14/2025	
50% DD Estimate	08/15/2025	
100% DD / GMP Set	09/30/2025	
GMP	11/24/2025	
NTP Construction	01/21/2026	
Issue for Construction	06/22/2026	
Substantial Comp. Date	06/04/2027	
Owner Occupancy	08/13/2027	

(Reference attached BRW schedule Doc.)

7.) Review Pre-Con Process Deliverables and Champions

See attached file

8.) Estimate Set Up and Format:

- a. Cost OS?

9.) Allowances and Alternates:

10.) OFOI/ OFCI:

- a. POR budget - confirm Technology budget - what does owner provide

BRAZORIA COUNTY Courthouse Campus Expansion

Progress Report | 01/13/2023

Administration Building
Air barrier, flashing, exterior windows and wall panel preparations continue in a counterclockwise direction around the building moving closer to building "dry-in" and enabling the start of finish work from the ground floor up.

Justice Center Expansion
With the completion of temporary safety port site fencing and temporary partitions at the east end of the building levels 1 through 3, nightly interior abatement and demolition work is progressing on schedule.

Current

- Level 1: two-sided interior walls
- Penthouse: MEP rough-in and roof installation
- East and south elevations: window installation
- South elevation: metal panel clips, air barrier and flashing

Upcoming

- Level 2: main low roof installation and two-sided interior walls
- North elevation: ceramic and metal wall panel installation

Current

- Level 1: MEP outages and make safe
- Level 2: demolition and abatement
- Level 3: interior framing and exterior wall installation
- Site electrical underground starting

Upcoming

- Level 2: interior framing and exterior wall installation
- Level 3: temporary finishes and occupant move in



DRAFT AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

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

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

« »« »
TBD
« »
« »

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

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

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

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

The Owner and Construction Manager 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.

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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15	SCOPE OF THE AGREEMENT

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, as described in Section 4.1.1:
(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 is being developed by Randall Scott Architects, Inc which includes the scope of this project based on a Total Building Square Footage of 26,750.

§ 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 another 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 Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The Total Construction Budget = \$18,570,000 inclusive of all work required for construction of the facility, Contingencies, Contractor General Conditions, Contractor Pre-Construction services and Contractor's Fee.

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§ 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:

Total Estimated Construction Phase: 18 months beginning approx. December 2026.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below: (Identify any requirements for fast-track scheduling or phased construction.)

«The Owner may elect, at its option, to stage or fast-track portions of the work. In such event the Owner may issue a separate written notice to proceed for each stage. Each stage, at the Owner's discretion, may have a separate substantial completion date. »

§ 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.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information: (Identify special characteristics or needs of the Project not provided elsewhere.)

Not applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2: (List name, address, and other contact information.)

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

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§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

Matt Graves
Sr. Project Manager
AC|CM

Laura Torres
Project Manager – Architectural
AG|CM

§ 1.1.10 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 Civil Engineer:
To Be Determined
- .3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)
-AG|CM as owner’s representative.

§ 1.1.11 The Architect’s representative:
(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

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

TBD

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

«Construction Manager shall submit for Owner’s approval a written plan identifying the Construction Manager’s representatives during the Preconstruction and Construction phase of the project. This plan shall include position, name, responsibilities and resumes for each member of the Construction Manager’s team. »

§ 1.1.14 The Owner’s requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

- I. «Sub-contractor Buyout Strategy and Obtaining Bids/Proposals

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- a. Develop a bid/proposal package strategy in coordination with Owner that addresses the entire scope of each phase and stage of the Project. In developing the bid/proposal package strategy, Contractor shall identify all bid/proposal packages on which Contractor intends to submit a self-performance bid/proposal. The bid/proposal package strategy shall be reviewed with Owner on a regular basis and revised throughout the buyout of the Project so as to best promote the interests of the Project and Owner.
- b. Contractor shall publicly advertise in accordance with TX Govt Code and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the Project other than the minor work that may be included in General Conditions. Criteria for determining the bid/proposal that provides the best value to Owner shall be established by the Project Team and included in the request for bids/proposals. Contractor shall notify Owner in advance in writing of the date it will receive the bids/proposals.
- c. Schedule and conduct pre-bid conferences with interested bidders/proposers, Subcontractors, material suppliers, and equipment suppliers, and record minutes of the conferences.
- d. Contractor and Owner shall review all trade contractor or Subcontractor bids/proposals in a manner that does not disclose the contents of any bid/proposal to persons outside of the Project Team during the selection process. Based on the selection criteria included in the request for proposals, Contractor shall recommend to Owner, in a format acceptable to the Owner, the bid/proposal that provides the best value for the Project. Upon Owner's written concurrence with the recommendation, Contractor may negotiate the terms of the subcontract with the apparent best value bidder/proposer.
- e. All subcontracts must be on a lump sum basis (including self-performed packages approved by Owner in the GMP), unless other payment terms are approved in writing and in advance by the Owner. Upon Owner's concurrence in the final terms of the subcontract, Contractor shall enter into a written subcontract for the subcontract work and upon request provide a copy to Owner. All bids/proposals shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.
- f. If Contractor reviews, evaluates, and recommends to Owner a bid/proposal from a qualified trade contractor or subcontractor, but Owner requires another bid/proposal to be accepted, Owner shall compensate Contractor by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk Contractor incurs because of Owner's requirement that the other bid/proposal be accepted.
- g. Contractor may seek to self-perform portions of the Project identified for self-performance in the bid/proposal strategy. Contractor must submit a bid/proposal for the self-performance work in the same manner as all other trade contractors or Subcontractors. Owner will, at its sole discretion, determine whether Contractor's bid/proposal provides the best value for Owner, and its determination shall be final. All packages that the Construction Manager plans to submit self-performed bids for must be explicitly listed in the GMP.
- h. Owner shall be afforded the opportunity to sign in all bids for each work package including self-performed work packages. Self-performed work packages must be sent to the Owner 24 hours in advance of the bid date.
- i. If a selected trade contractor or Subcontractor fails to execute a subcontract after being selected in accordance with this Paragraph or defaults in the performance of its work, Contractor may, in consultation with Owner and without further advertising, fulfill the subcontract requirements by recommending the next highest ranked bidder.
- j. Provide with each buyout package: cover letter describing the scope of work and amount provided for the scope in the GMP and a recommendation for award; Sub-contractor evaluation noting evaluation criteria previously approved by the Owner, bid price for key elements of the scope of work for each bidding contractor, and any other work remaining to procure within the package; buyout tracking log noting savings and loss for each package submitted to date.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Not applicable

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

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Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect, any other designated Owner's Representatives, and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. Allowable General Conditions Costs are provided in the attached Exhibit A.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. Any discrepancies noted by the Construction Manager between the program and available budget, or schedule shall be noted in writing prior to completion of the schematic design phase.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using 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.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and update monthly, or an interval agreed upon by the Owner a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: design review milestones; submission dates for Construction Manager provided estimates at each design deliverable; submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

A baseline schedule shall be submitted within 10 days of Construction NTP, and a Recovery Schedule shall be required if progress indicates delay beyond the Contract Completion Date.

Activity-level float contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party. Contractor, at its sole discretion, may include in its Work Progress Schedule an allocation of Contractor Float available for the exclusive use and benefit of the Contractor. Contractor Float shall be clearly identified in the Work Progress Schedule as its own activity. Inclusion of Contractor Float shall not preclude Contractor's right to early completion of the Work.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. Estimates shall be provided at the following milestones at minimum: Schematic Design, Design Development, Design Development, and 75% Construction Documents. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action. Estimates in conformance with the project budget shall be required prior to commencing subsequent phases of the design process.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, or the Owner hires a third-party estimator and a discrepancy exists between the Construction Manager's cost estimates and the Architect's or other consultant's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates prior to commencing the next phase of design.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval. A written constructability review of the documents shall accompany estimates at the following design milestones at minimum: 100% Schematic Design; 100% Design Development; 75% Construction Documents.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

Commented [AB1]: We need to understand, if any, the sustainability goals of the project.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. The Construction Manager shall take reasonable care to identify long lead items associated with the construction of the project that may require fast tracking through early release packages and develop bidding and procurement strategies around these items.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

The selected firm will be responsible for a full range of CMAR services, including but not limited to preconstruction planning, cost estimating, scheduling, constructability reviews, value engineering, subcontractor procurement, development of the Guaranteed Maximum Price (GMP), development of cash flow projection, construction management, and project closeout.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager prior to approval of the Construction Manager's procurement strategy, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis (Qualifications and Assumptions of the GMP), which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; itemized General Conditions for the project; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- .6 Proposed baseline construction schedule.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

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§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 As a component of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion, conformance to baseline schedule, updates to contingency and buyout, current open deficiencies, open issues and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, materials received, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; 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 information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.1.7 In accordance with Chapter 2258 of the Texas Government Code. Contractor shall keep detailed records of each of the workers and records can be made available to the City of Alvin at all reasonable times.

§ 4.1.8 Contractor shall provide and maintain sufficient, qualified personnel to perform the Scope of Services in a timely and professional manner; as required in more details by General Conditions, Article 3.9 - Contractor's Personnel.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

The Owner's Representative shall have the authority to observe, review, and communicate on behalf of the Owner, including providing guidance consistent with the Contract Documents, and to facilitate coordination among the Owner, Construction Manager, Architect, and other Project participants.

§ 4.2.1 Legal Requirements. 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

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

« »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable within 30 days of submittal of certified Construction Manager's invoice. Amounts unpaid « 30 » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate in accordance with the Texas Prompt Payment Act \

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

« » % « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

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§ 6.1.2 The Construction Manager's Fee and General Conditions:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« Lump Sum fee based on Construction Manager's proposed fee at the time of the original project solicitation. The Contractor's Construction Phase Fee is the amount payable to Contractor for any cost or profit expectation incurred in the performance of the Work that is not eligible for reimbursement by Owner elsewhere in the agreement. It shall be calculated by multiplying 3.25% times the final GMP amount and is a stipulated lump sum. Any changes due to Owner that lead to savings will be deducted from the GMP but shall not include a return of fee or recalculation of CMAR's fees

Construction Manager's General Conditions shall be itemized at the time of GMP and capped at the percentage included in the original project solicitation updated Fee Proposal Form, received by the owner on 12/04/2025, unless material changes in the scope or duration of the project have occurred. General Conditions shall be paid on a cost reimbursable basis with backup required with each application for payment. »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« For work performed by its forces, the Contractor shall figure labor, materials, equipment charges, plus Bond cost if the change results in an increase in the Bond premium paid by the Contractor. To the total of the above costs, the Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Overhead shall be considered to include insurance other than mentioned above, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens and general home office expenses, and no separate allowance will be made thereof. Allowable percentages for overhead and profit on changes will not exceed 15 percent if the total of self-performed work is less than or equal to \$10,000, 10 percent if the total of self-performed work is between \$10,000 and \$20,000 and 7.5 percent if the total of self-performed work is over \$20,000, for any specific change priced.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's work, all subcontractor costs shall be combined, and to that total subcontractor cost the Contractor will be allowed to add a maximum mark-up of 10 percent if the total of all subcontracted work is less than or equal to \$10,000, 7.5 percent if the total of all subcontracted work is between \$10,000 and \$20,000 and 5 percent if the total of all subcontractor work is over \$20,000. »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~seventy~~ percent (~~« 70 »~~ %) of the standard rental rate paid at the place of the Project. Multiple bids may be required to prove regional rental rates for equipment.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« \$500.00 per day for each calendar day past the Substantial Completion»

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

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«In the event that the final Total Cost is less than the Construction Manager's Guaranteed Maximum Price (GMP), adjusted as provided herein, the difference between such final Total Cost and such Construction Manager's GMP shall constitute "Savings." This calculation is independent of any/all scope additions and/or Owner initiated changes. Such savings shall be returned to the owner.

»

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

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§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, ~~warranty~~, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions (including incentive pay), management information systems (MIS), provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies as allowed under EXHIBIT E.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.5.5.1 Payment for Stored Materials

The Owner may authorize payment for materials or equipment delivered but not yet incorporated into the Work, whether stored on-site or at an approved off-site location, in accordance with A201 General Conditions, Article §9.3.2. Payment shall be conditioned on compliance with procedures satisfactory to the Owner to protect the Owner's title or interest, shall include documentation verifying the materials, their location, condition, and may include costs of insurance, storage, and transportation for off-site materials. Where requested, stored materials shall be covered by performance and payment bonds.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.1.3 Fifty Percent (50%) of the Builder's Risk insurance deductibles up to a maximum of \$2,500 sustained by the Construction Manager in connection with the Work, provided the claim has resulted from causes other than the negligence, gross negligence, or willful misconduct of the Construction Manager or its Subcontractors, but such deductible shall in no event increase the Guaranteed Maximum Price. Builder's Risk deductibles resulting from the negligence or gross negligence of the Construction Manager and/or its Subcontractors will be paid by the Construction Manager without reimbursement by the Owner. Any deductible amount in excess of the above-stated limit will be paid by the Construction Manager without reimbursement by the Owner.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The costs of defending suits or claims for infringement of patent or copyright rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, shall not be considered allowable costs. These costs shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or the Guaranteed Maximum Price, except in cases where the Construction Manager had no reason to believe that the required design, process, or product infringed a copyright or patent and promptly furnished such information to the Architect as required by Article 3 of AIA Document A201-2017.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation, and arbitration costs, including attorneys' fees, shall not be considered allowable costs. Such costs shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or the Guaranteed Maximum Price.

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§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 The Construction Manager may require Subcontractors to provide a Performance Bond and Labor & Materials Payment Bond (or use of an alternate insurance in lieu of bonding such as Subcontractor Default Insurance, SDI), each in the amount payable under the Subcontract, from a surety company authorized to do business in the State of Texas. The Construction Manager may utilize SDI as an alternative surety program. SDI is agreed to be considered cost of the work reimbursed at a fixed rate of 1.25% of the total subcontract value, excluding self perform work. If a Subcontractor doesn't qualify for a Bond or SDI, the construction manager we reserve the right to go to the next responsible qualified bidder, with Owner's approval.

Any premium adjustments (return or additional) on any of the Construction Manager provided insurance shall be the sole benefit or liability of the Construction Manager. Owner shall have no obligation for payment of deductibles, self-insurance retentions, retrospective rating adjustments of any of the general liability insurance provided by the Construction Manager.

§ 7.6.13 Warranty Reserve at .25% of the total GMP to be billed at final billing.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

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- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, ~~incentive compensation~~, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« TBD »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « 5th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « 15th » day of the « » following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« 45 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and owner.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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§ 11.1.6.1 With each Application for Payment, the Construction Manager shall provide supporting documentation, including any required partial or final lien waivers/releases from subcontractors and suppliers. The Owner may withhold payment if the required documentation is not submitted. Submission of such documentation does not relieve the Construction Manager of its obligations under the Contract Documents.

Supporting documentation shall include, but is not limited to:

- .1 AIA G702 Application and Certificate for Payment
- .2 AIA G703 Continuation Sheet
- .3 Conditional Lien Waivers (partial)
- .4 Unconditional Lien Waivers (when applicable)
- .5 Stored Material Breakdown Log and Backup Documentation
- .6 General Conditions Breakdown
- .7 Invoices and Backup Documentation to support G702 progress amounts pertaining to the Pay Application period
- .8 Approved or Executed Change Orders and Contingency Log that apply to the Pay Application period, with corresponding backup documentation (when applicable)
- .9 Updated Critical Path Method (CPM) Project Schedule

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« Five Percent (5%) »

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§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

~~« Upon Substantial Completion, retainage may be reduced to an amount deemed reasonable to the Owner. There shall be no reduction or limitation or modification of retainage prior to Final Substantial Completion. »~~

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« Upon Owner's audit, reconciliation and approval. Full retainage shall be retained until completion of all punch list items and final settlement of claims»

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

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§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

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(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase

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order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « one million dollars » (\$ «1,000,000 ») for each occurrence and « two million dollars » (\$ «2,000,000 ») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « one million dollars » (\$ «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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « one million dollars » (\$ «1,000,000 ») each accident, « one million dollars » (\$ «1,000,000 ») each employee, and « one million dollars » (\$ «1,000,000 ») policy limit.

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

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Excess Liability	Five million dollars (\$5,000,000) each occurrence, and five million dollars (\$5,000,000) in aggregate
Builder's Risk?	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 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.)

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

EXHIBIT F - Allowable General Conditions, Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit F	Allowable General Conditions		
Exhibit G	Supplemental Conditions		

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)



DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

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

THE OWNER:
(Name, legal status and address)

←→←→
City Of Alvin
216 West Sealy St.
Alvin, Texas 77511
←→

THE ARCHITECT:
(Name, legal status and address)

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

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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.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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.

§ 1.8 Building Information Models Use and Reliance

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

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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 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

Commented [MG1]: just leave this part in GCs. They will be required to pay taxes on some stuff even in the event of tax exempt project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Contractor's Personnel

3.9.1 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of the proposed personnel. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed personnel or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. *At a minimum the Contractor's on-site personnel shall consist of the following and shall be in attendance at the site during the progress of the Work. Personnel designated for the project will not be changed during preconstruction, construction, or closeout unless approved in writing by the Owner.*

3.9.1.1 The Contractor shall employ a full-time Project Manager. The Project manager with (8) years of relevant experience shall be satisfactory to the Owner and shall not be changed without approval of the Owner at least fourteen (14) days prior to the change unless the Project Manager leaves the employment of the Contractor. The Project Manager shall have authority to act on the Contractor's behalf. All communications with the Project Manager shall be as binding as if given to the Contractor. All verbal communications shall be confirmed in writing.

3.9.1.2 The Contractor shall employ a competent Superintendent for the project. The Superintendent with (12) years' relevant experience shall be satisfactory to the Owner and shall not be changed without approval of the owner at least fourteen (14) days prior to the change unless the Superintendent leaves the employment of the Contractor. The Superintendent shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.9.1.3 Quality Control Program: The Contractor shall establish a Quality Control Program that shall include (1) part-time Quality Control Supervisors (QCS) for ~~Architectural/Structural and Mechanical, Plumbing and Electrical~~ work. The QCS will assist the Owner's representative in the verification of the materials and installation of the Work. The Contractor shall be responsible for Quality Control and the Owner will provide Quality Assurance.

Commented [MG2]: I like the Contractor Personnel section. Add a section for qualified Safety Professional? Or is that covered elsewhere?

Commented [MG3R2]: Safety its described in 10.2.6.

The QCS shall not have less than 10 years' experience as Quality Control with projects of similar size and scope. The QCS shall have no other responsibilities outside of Quality Control for the project.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. All schedules will be provided in electronic versions original to the software, if requested. All schedule updates will include all relevant information for each activity so as to properly analyze the progress and status of the project. For each activity, this will include at a minimum actual and anticipated start dates & finish dates, total float, critical path and any other information requested by the Owner.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals,

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provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

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other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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

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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.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract

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Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

Change Orders shall include a change proposal from the Contractor that includes:

1. A cover letter indicating the reason for the change.
2. Price proposal broken down into labor, materials and equipment cost for every definable feature of work. Overhead and profit shall be included for change orders at the rates indicated in the Contract.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 Force Majeure - The occurrence of an event which interferes with the ability of a Party to perform its obligations or duties hereunder which is not a) within the reasonable control of the Party affected and b) could not with the exercise of commercially reasonable diligence have been avoided or mitigated (“Force Majeure Event”), including but not limited to acts of government, acts of God, war, rebellion, strikes or lockouts, epidemics, pandemics or health crises (whether arising from existing or unknown pathogens/contagions), landslides, lightning, earthquakes, fires, named tropical storms (including, but not limited to, hurricanes or hurricane warnings), crevasses, floods, washouts, or inability to secure any required consents, approvals, or permits for the Work, shall entitle the affected Party to suspension of its performance under this Contract to the extent prevented by the Force Majeure Event and for so long as the Force Majeure Event continues, plus any reasonable time necessary to recover from the Force Majeure Event and resume the Work. The affected Party shall make commercially reasonable efforts to resume performance and shall give written notice to the other Party as soon as reasonably practical during or after the occurrence of such Force Majeure Event. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall recommence as soon as commercially and reasonably practicable. The Party affected by the Force Majeure Event shall not be liable to the other Party for any delay or other damages, costs, or expenses arising out of or relating to the suspension or termination of any of its obligations or duties under this Contract by reason of the occurrence of the Force Majeure Event, provided such Party complies in all material respects with its obligations under this Section.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1)

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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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors

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and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the

Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the

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Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract

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Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

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- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the

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Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

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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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 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 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.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: Finance

Contact: Chris Thomas, Director of Finance

Agenda Item: Discuss and consider Ordinance 25-II, amending Ordinance 25-W, passed and approved September 4, 2025, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2025-26, by approving a budget amendment to the original 2025-26 Budget, for the appropriation of expenditures for the State of Texas Opioid Abatement Trust Fund Disbursement; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: The Texas Comptroller of Public Accounts (CPA) and the Opioid Abatement Fund Council (O AFC) work with Texas Treasury Safekeeping Trust Company (TTSTC) to distribute opioid settlement proceeds from the Opioid Abatement Trust Fund to counties, municipalities and hospital districts. These proceeds may be used only for the remediation of opioid-related harms.

Texas Government Code Section 403.506(c)(1) requires the allocation of 15 percent of the total amount of money received from statewide opioid settlement agreements to counties and municipalities. The City of Alvin has received \$76,687.63 in allocated funds, with \$33,953.15 received in 2025, \$6,959.72 in 2024, and \$35,774.76 in 2023. All of these items were recognized in revenue line items during the bank reconciliation process and fell into the fund balance at year-end as no expenditures were made using opioid funds during those years.

Ordinance 25-II amends the FY26 budget to retrieve said funds to be used for the expenditures in the related agenda item, which are restricted to the uses identified in the Texas Opioid Abatement program.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____ Amount: _____	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>12/11/2025 SLH</u>
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>CT 12/15/2025</u>

Supporting documents attached:

1. Ord 25-II; Budget Amendment AEDs and Stop the Bleed
2. EXHIBIT A - Budget Amendment

Recommendation: Move to approve Ordinance 25-II, amending Ordinance 25-W, passed and approved September 4, 2025, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2025-26, by approving a budget amendment to the original 2025-26 Budget for the appropriation of expenditures

for the State of Texas Opioid Abatement Trust Fund Disbursement; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

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

ORDINANCE 25-II

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING ORDINANCE NO. 25-W, PASSED AND APPROVED SEPTEMBER 4, 2025, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2025-26, BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2025-26 BUDGET; FOR THE APPROPRIATION OF EXPENDITURES FOR THE STATE OF TEXAS OPIOID ABATEMENT TRUST FUND DISBURSEMENT; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2025-26 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain fund balances to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. 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 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*.

PASSED and APPROVED on the 18th day of December 2025.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

EXHIBIT "A"

Account Number	Account Description	Amount	Reason
111-3501-00-4150	Machinery/Equipment	\$ -	No budgeted amount
		\$ 76,452.63	AEDs and Stop the Bleed Kits
		\$ 76,452.63	Amended FY26 amount
111-300000	Fund Balance	\$ 10,238,060.60	Beginning amount FY26
		\$ (76,452.63)	AEDs and Stop the Bleed Kits
		\$ 10,161,607.97	Amended FY26 amount



AGENDA COMMENTARY

Meeting Date: 12/18/2025

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider the purchase of thirty-two (32) Automated External Defibrillators (AEDs) and sixty-five (65) Stop the Bleed Kits, to be funded through the Opioid Abatement Trust Fund disbursement from the Texas Comptroller, in an amount not to exceed \$76,452.63.

Type of Item: Action Item

Summary: In 2023, the State of Texas, through the Texas Comptroller's Office, began the disbursal of funds received as a result of the State entering into settlement agreements with different companies to resolve legal claims for their roles in the opioid crisis. Fifteen percent (15%) of these funds are then disbursed throughout the State to counties and municipalities to be used in addressing the opioid crisis. The City of Alvin has received the following disbursements:

2023 – \$35,774.76
2024 – \$6,959.72
2025 – \$33,953.15
Total – \$76,687.63

Opioid settlement funds are restricted to specific uses, and the acquisition of AEDs and Stop the Bleed Kits qualifies as an appropriate expenditure under those guidelines. The 32 AED units will be distributed across all police vehicles, replacing outdated equipment and ensuring that every patrol unit is properly equipped. The 65 Stop the Bleed Kits, used in trauma situations, will be issued to each police officer to be carried on-duty and available for use as needed. The quote is from AED Brands, which is a contract company (#698-23) through the BuyBoard.

Staff recommends the purchase of 32 AEDs and 65 Stop the Bleed Kits using funds disbursed from the Opioid Abatement Trust Fund.

Funding Expected: Revenue Expenditure N/A **Budgeted Item:** Yes No N/A
Funding Account: 111-3501-00-4150 **Amount:** \$76,452.63 **1295 Form Required?** Yes No
Legal Review Required: N/A Required **Date Completed:** 12/11/2025 SLH
Finance Review Required: N/A Required **Date Completed:** CT 12/15/2025

Supporting documents attached:

1. AED - STB Quote 2025

Recommendation: Move to approve the purchase of thirty-two (32) Automated External Defibrillators (AEDs) and sixty-five (65) Stop the Bleed Kits, to be funded

through the Opioid Abatement Trust Fund disbursement from the Texas Comptroller, in an amount not to exceed \$76,452.63.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

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



Quote

AED Brands
 55 Chastain Road, NW
 Suite 112
 Kennesaw GA 30144
 United States

Date	Quote
11/19/2025	87001

Bill To
Alvin Police Department 1500 S Gordon St Alvin TX 77511 United States

Ship To
Alvin Police Department 1500 S Gordon St Alvin TX 77511 United States

Quote Expires	Sales Rep
01/18/2026	Kathryn Wesson

Item number	Description	Qty	Base Price	Rate	Amount
8511-001102-01	ZOLL AED 3 w/ WiFi Fully Auto Includes: - Medical Prescription - 8-Year Warranty (Requires registration) - CPR Uni-padz - AED 3 Battery Pack - Operators Manual & Setup	32	\$2,307.00	\$1,835.00	\$58,720.00
8000-001250	ZOLL AED 3 Carry Case	32	\$151.00	\$124.00	\$3,968.00
ABF-91279	Stop the Bleed Deluxe Kit Includes: - 1 Windlass Tourniquet - 1 Homeostatic Gauze Pad 4" x 4" - 2 Chest Seals - 1 Israeli Bandage - 1 Bleeding Control Instructions - 1 Bandage Shears - 1 Elastic Pressure Strap - 1 Emergency Blanket - 1 Marker - 4 Nitrile Exam Gloves - 2 Trauma Pads 5â€³ x 9â€³	65	\$130.99	\$102.00	\$6,630.00
365-C-4	AED365 Concierge 4-year (annual) Includes: - CPR Certification Tracking - Inspection Tracking - Pad & Battery Tracking - Event Download - Responder Debrief - Medical Direction - Policies & Procedures - PSAP Registration - Expired Supply Replenishment - Wireless Connectivity (if applicable)	32		\$210.00	\$6,720.00
Buy Board Contract #698-23 kwesson@aedbrands.com 281-961-2111			Subtotal		\$76,038.00
			Shipping Cost		\$414.63



Quote

AED Brands
55 Chastain Road, NW
Suite 112
Kennesaw GA 30144
United States

Date	Quote
11/19/2025	87001

Quote Good for 60 Days

Terms and Conditions

A 3% transaction fee may be added to credit card payments. Any invoice discrepancies should be reported to AED Brands within 10 days of receipt, otherwise all charges will be deemed valid. All returns must have preapproval to receive credit.

Past due invoices are subject to 1.5% finance charge (18% Annually).

Orders for CPR classes can be cancelled without penalty up to 7 days prior to the scheduled class date. Cancellations made within 7 days of the class date will incur a cancellation fee of \$200.