

City of Alvin, Texas

Paul Horn, Mayor

Martin Vela, Mayor Pro-tem, District A
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, AUGUST 19, 2021

7:00 P.M.

(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 drobot@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible, and a sloped curb entry is available south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, AUGUST 19, 2021**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. PUBLIC HEARING

- A. Public hearing to receive comment on the proposed Fiscal Year 2021-22 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by \$501,433 which is a 4.21% increase from last year's budget. The estimated property tax revenue to be raised from new property added to the tax roll this year is \$369,353.
- B. Public hearing to receive comment on the proposed tax rate of \$0.7680 per \$100 of valuation for the Fiscal Year 2021-2022 (2021 tax year), which is a tax increase of 1.65% above the No New Revenue Rate for the City of Alvin Fiscal Year 2021-22.

5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

- A. Consider Approval of the August 5, 2021, City Council Workshop meeting minutes.
- B. Consider approval of the August 5, 2021, City Council Regular meeting minutes.
- C. Consider Approval of the August 10, 2021, City Council Workshop meeting minutes.

6. OTHER BUSINESS

- A. Consider adopting a Mental Health Leave policy for City of Alvin First Responders who experience a traumatic event in the scope of employment with the City of Alvin.

- B. Consider additional funding for Engineering Services with Alpha Testing, Inc. in an amount not to exceed \$25,894 for Construction Materials Testing services for the new EMS/Fire Station Project; and authorize the City Manager to approve the added costs up to \$89,868.
- C. 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.

7. REPORTS FROM CITY MANAGER

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

8. 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.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, AUGUST 16, 2021 at 4:30 P.M.



A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.

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).**



AGENDA COMMENTARY

Meeting Date: 8/19/2021

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Public hearing to receive comment on the proposed Fiscal Year 2021-22 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by \$501,433 which is a 4.21% increase from last year's budget. The estimated property tax revenue to be raised from new property added to the tax roll this year is \$369,353.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☒Public Hearing ☐Plat ☐Discussion & Direction ☐Other

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

City Charter Article VII – Municipal Finance:

Sec. 4. - Notice of public hearing on budget.

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

Sec. 5. - Public hearing on budget.

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

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

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

Sec. 7. - Vote required for adoption.

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

Sec. 8. - Date of final adoption.

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

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

The ordinance to adopt the FY21-22 budget will be presented at the regularly scheduled City Council meeting on September 2, 2021.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒
Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 8/16/2021 SLH

Supporting documents attached:

Recommendation: No Action.

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

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



AGENDA COMMENTARY

Meeting Date: 8/19/2021

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Public hearing to receive comment on the proposed tax rate of \$0.7680 per \$100 of valuation for the Fiscal Year 2021-2022 (2021 tax year), which is a tax increase of 1.65% above the No New Revenue Rate for the City of Alvin Fiscal Year 2021-22.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☒Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The City's proposed tax rate (\$0.7680) per \$100 of assessed value exceeds the No New Revenue tax rate but is less than the Voter Approval Rate. As a result, the Local Government Code requires City Council hold one (1) public hearing on the proposed tax rate.

City Council will consider adopting the final tax rate at the regular meeting of the City Council on September 2, 2021, at 7:00 p.m.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 8/16/2021 SLH _____

Supporting documents attached:

Recommendation: **Mayor Horn to Announce that** City Council will consider adopting the proposed tax rate of \$0.7680 per \$100 of valuation for the Fiscal Year 2021-2022 (2021 tax year) at the regular meeting of the City Council on September 2, 2021, at 7:00 p.m.

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

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

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.768000 per \$100 valuation has been proposed by the governing body of CITY OF ALVIN.

PROPOSED TAX RATE	\$0.768000 per \$100
NO-NEW-REVENUE TAX RATE	\$0.755504 per \$100
VOTER-APPROVAL TAX RATE	\$0.829900 per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for CITY OF ALVIN from the same properties in both the 2020 tax year and the 2021 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF ALVIN is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 19, 2021 AT 7:00PM AT the Alvin City Hall, 216 W. Sealy Street, Alvin, TX 77511.

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

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

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

FOR the proposal:

Gabe Adame	Joel Castro
Richard Garivey	Keko Moore
Glenn Starkey	Chris Vaughn
Martin Vela	

AGAINST the proposal:

PRESENT and not voting: Mayor Paul Horn

ABSENT:

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

The following table compares the taxes imposed on the average residence homestead by CITY OF ALVIN last year to the taxes proposed to be imposed on the average residence homestead by CITY OF ALVIN this year.

	2020	2021	Change
Total tax rate (per \$100 of value)	\$0.768000	\$0.768000	increase of \$0.000000, or 0.00%
Average homestead	\$165,729	\$178,289	increase of \$12,560, or

taxable value			7.58%
Tax on average homestead	\$1,272.80	\$1,369.26	increase of \$96.46, or 7.58%
Total tax levy on all properties	\$11,919,777	\$12,421,210	increase of \$501,433, or 4.21%

For assistance with tax calculations, please contact the tax assessor for CITY OF ALVIN at 979-864-1320 or taxoffice@brazoria-county.com or visit www.brazoriacountytexas.gov/departments/tax-office for more information.

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, AUGUST 5, 2021
6:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:00 P.M. with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela. Councilmembers: Gabe Adame, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer and Robert E. Lee, Police Chief.

WORKSHOP ITEMS:

Discuss FY 2021-2022 Proposed Budget.

Mr. Roland reviewed FY 21-22 proposed budget highlights:

- Certified Taxable Assessed Value (net TIRZ increment) are up 2%
- Maintain current property tax rate at \$0.7680
- Denbury Industrial District - 22% Reduction in value (\$22M) & Revenue (\$84K)
- 5% increase in sales tax
- Additional personnel
 - o 3 Police Officers
 - o Mental health Officer
 - o 3 Utility Workers
 - o Recreation Coordinators and PT Recreation Attendants
 - o Senior HR Generalist
- Title Changes
 - o City Secretary to be reclassified as Assistant City Manager
- Compensation
 - o Implementation of the salary survey
 - o Continuation of annual 2% tenure base pay plan for employees
- 5th year of water & wastewater rate schedule
- Maintain current water/sewer & solid waste rates
- Creation of a Facility Maintenance Internal Service Fund within the budget

General Capital Projects Fund:

- Business Incentive Program \$50,000
- Livable Centers Study \$20,000
- HVAC Digital Control System (PD) \$175,000

- HVAC Digital Control System (Senior Center) \$75,000
- Portable & Mobile Radios (PD) \$339,347
- Portable & Mobile (Fire) \$264,766

Street, Sidewalk, & Drainage Capital Projects:

- Asphalt Pavement Program \$1,500,000
- Concrete Pavement & Drainage Program \$1,600,000

FY 22 Bond Projects:

- Tax Supported \$0
- Water & Sewer Revenue Bonds \$4.8 M

Mr. Roland reviewed the timeline for the adoption of the budget and tax rate. The next budget workshop will be held on Tuesday, August 10, 2021, at 6:00 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:50 p.m.

PASSED and APPROVED the 19th day of August 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY AUGUST 5, 2021
7:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela; Councilmembers: Gabe Adame, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Ron Schmitz, EMS Director/EM Coordinator; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Loretta Smith from First Christian Church gave the invocation. Members from Alvin Boy Scout Troop #400 led the Pledge of Allegiance to the American Flag and led the Pledge to the Texas Flag.

PUBLIC COMMENT

John Burkey presented information about The Citizen's Police Academy for Senior Citizens. This program runs from September 13-16th, from 1:30-4:30 pm, and is open to any Senior Citizen that is interested.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the July 15, 2021, City Council Regular meeting minutes.

Acknowledge receipt of the Quarterly Financial report ending June 30, 2021.

Consider final plat of Martha's Vineyard Section 2, being a planned unit development of 25.7286 acres (located northwest of the Highway 6 and CR 146 intersection), and a partial replat of lots 2, 6, and 7 of the subdivision of Section 21, as recorded in volume 21, page 186, B.C.D.R. and located in the H.T. and B.R.R. Company Survey, Section 21 Abstract 230, City of Alvin ETJ, Brazoria County, Texas.

On July 1, 2021, the Engineering Department received the final plat of Martha's Vineyard Section 2 for review. This section consists of one hundred and three (103) single-family residential lots, two (2) blocks and one (1) reserve and is located northwest of the intersection of Highway 6 and County Road 146 in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and will be serviced by City utilities via an ETJ Municipal Utility District (MUD) based on the utility services contract that was approved by Council on February 4, 2016, in Resolution 16-R-02. The property is being subdivided for a new single family residential planned unit development subdivision. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on July 20, 2021. Staff recommended approval.

Council member Adame 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 21-R-17, accepting the petition for annexation of 59.780 acres, more or less, parcel of land located along East House Street across State Highway 35, in Brazoria County, Texas; setting an annexation schedule; that includes public hearings on September 2, 2021, and September 16, 2021; providing for open meetings and other related matters.

On or about June 1, 2021, D.R. Horton – Texas, LTD., petitioned the City of Alvin, Texas for voluntary annexation of 59.780 acres. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along the stretch of State Highway 35 between East South Street and East House Street.

State annexation law requires that the governing body hold two (2) public hearings allowing for public comment before the annexation ordinance is considered for final adoption. There must be a specified number of days between the public hearings and the final adoption of the annexation ordinance. We will be cancelling the October 7th meeting because most of City Council will be attending the annual TML conference. As a result, a special meeting will be called for Monday, October 11, 2021, to consider the final adoption of this annexation ordinance.

City Attorney Suzanne Hanneman presented this item before City Council with explanation and made mention that the final reading of the ordinance will require a special called City Council meeting on October 11, 2021.

Council member Castro moved to approve Resolution 21-R-17, accepting the Petition for Annexation of 59.780 acres, more or less, parcel of land located along East House Street across State Highway 35 in Brazoria County, Texas; setting an annexation schedule; that includes public hearings on September 2, 2021, and September 16, 2021; providing for open meetings and other related matters. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution No. 21-R-18, granting consent to the creation of Brazoria County Municipal District Number 81; and providing for other matters related thereto.

On or about June 1, 2021, the landowners of real property located in Brazoria County petitioned the City for consent to the creation of Brazoria County Municipal Utility District (MUD) No. 81 to serve approximately 103.714 acres of land in Brazoria County, Texas, of which 43.934 acres is located within the corporate limits of the City of Alvin. The remaining 59.780 acres is in the extraterritorial jurisdiction of the City of Alvin, which the Developer has petitioned the City for annexation. This property is located off State Highway 35 between East South Street and East House Street.

This property is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature, and is not supplied with adequate water, sanitary sewer, drainage facilities and services, and roads. The health and welfare of the future inhabitants of the proposed MUD require the provision of adequate water, storm and sanitary sewer facilities and services, and roads. The property cannot be developed without the creation of the District to finance the water, sanitary sewer, drainage facilities and services, and roads; therefore, a public necessity for the creation of a municipal utility exists. The proposed improvements are practicable and feasible, and the terrain of the territory to be included in the proposed Districts of such a nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said District will be rapidly developed primarily for residential purposes. Staff recommended approval of Resolution 21-R-18.

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

Council member Moore moved to approve Resolution 21-R-18, granting consent to the creation of Brazoria County Municipal District Number 81; and providing for other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 21-R-19, approving a Utility Services Contract with D.R. Horton, Inc., on behalf of themselves and the proposed Brazoria County Municipal Utility District Number 81 for the Watermark Development; and authorize the Mayor to sign the Utility Services

D.R. Horton, Inc. is requesting a Utility Services Contract that will allow the City of Alvin to provide water and wastewater services to the Watermark Development. The proposed development will consist of 223 single-family residential lots planned, detention, and green space. D.R. Horton, Inc. is proposing Municipal Utility District No. 81 to assist with the costs of necessary infrastructure for the project. Resolution 21-R-19 will approve the Utility Services Contract with D.R. Horton, Inc. for the development. Staff recommended approval.

Suzanne Hanneman, City Attorney and Michelle Segovia, City Engineer presented this item before City Council with explanation.

Council member Starkey moved to approve Resolution 21-R-19, approving a Utility Services Contract with D.R. Horton, Inc., on behalf of themselves and proposed Brazoria County Municipal Utility District Number 81 for the Watermark Development; and authorize the Mayor to sign the Utility Services Contract. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider an award of bid to McDonald Municipal & Industrial for the CDBG-DR Generator Installation Project in an amount not to exceed \$1,054,469; and authorize the City Manager to sign the contract upon legal review.

The City of Alvin was awarded a \$1,012,332 grant from the General Land Office (GLO) pertaining to the Hurricane Harvey – Infrastructure Community Development Block Grant – Disaster Recovery Program (CDBG-DR) in January 2020. Staff planned on allocating the grant funds for the installation of generators to service, Water Well #8, the Wastewater Treatment Plant (WWTP), the Public Services Facility (PSF) and Water Well #4 as an alternate. These generators facilitate the proper functioning of critical wastewater-system, water-system, and public-facility components to reduce the impact of sewage contamination and ensure optimum water service in emergency situations.

On May 18, 2021, bids were opened for the Community Development Block Grant for Disaster Recovery (CDBG-DR) Generator Installation Project, and McDonald Municipal & Industrial was the qualified low bidder. The bids received exceed the awarded grant funded amount, so staff is recommending the removal of Water Well #4 generator and the Public Services Facility (PFS) generator from the project. This will allow for the Wastewater Treatment Plant (WWTP) and Water Well #8 to remain in the project and stay within the grant funded amount. Staff chose to fund the replacement of the WWTP generator because the current generator is undersized and has been in service for 28 years. Water Well #8 remained in the project because it is the only water well without a generator and during ice storm Uri staff rented a generator to keep the water production system operational. PSF generator and Water Well #4 currently have backup generators to power the facilities during emergencies so staff recommended removing these two from the project since the bid was over the grant funded amount. LJA Engineering and Staff has verified references for this contractor and all references were highly satisfied with the previous projects and past work experience.

Project award amount:	\$1,054,469.00
Change order to remove PFS generator:	- \$253,000.00
Project amount after change order:	\$801,469.00

Grant amount available for construction	
Net engineering and administrative fees:	\$849,635.00

Project amount after change order:	-\$801,469.00
Contingency:	\$ 48,166.00
Total amount of project:	\$849,635.00

The bid contract states the contractor's bid amounts are valid for 90 days. This project was bid on May 18, 2021, with the 90-day ending on August 16, 2021. August 5, 2021, is the last City Council meeting this project can be awarded or the project will need to rebid.

The project is scheduled to start in late August and has a construction time of 180 calendar days.

This project will be 100% reimbursable from the Community Development Block Grant (CDBG).

Staff recommended awarding the project to McDonald Municipal & Industrial contingent upon the GLO approving the request to remove the Public Service Facility and the Well #4 alternate generators from the project.

Brandon Moody, Director of Public Services presented this item before City council with explanation.

Council member Starkey moved to award bid to McDonald Municipal & Industrial for the CDBG-DR Generator Installation Project in an amount not to exceed \$1,054,469; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider an award of bid to WadeCon, LLC., for the Mustang Bayou Bank Repair at National Oak Park Project in an amount not to exceed \$111,881; and authorize the City Manager to sign the contract upon legal review.

On June 29, 2021, bids were opened for the Mustang Bayou Bank Repair at National Oak Park Project, and WadeCon, LLC was the qualified low bidder. GC Engineering, Inc., the City's consultant that designed the project, reviewed all bids that were received and has recommended WadeCon, LLC. for this project.

Contract Amount:	\$101,710
10% Contingency:	\$ 10,171
Total Amount:	\$111,881

The Mustang Bayou Bank Repair at National Oak Park Project includes repairs to the bank of Mustang Bayou within National Oak Park, starting at the observation deck and extending 110 feet to the north, that was damaged during Hurricane Harvey in 2017. The work consists of significant brush clearing, regrading of the channel slope, and slope stability repairs utilizing geotextile supported grade 2 riprap.

The project has an allotted construction time of 30 calendar days.

This project will be funded from the Hurricane Harvey Disaster Funds and the General Capital Projects Fund. It is anticipated that FEMA will reimburse the City for approximately \$90,000 of the project cost. Staff recommended approval.

Suzanne Hanneman, City Attorney and Michelle Segovia, City Engineer presented this item to City Council with explanation.

Council member Vela moved to award a bid to WadeCon, LLC., for the Mustang Bayou Bank Repair at National Oak Park Project in an amount not to exceed \$111,881; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Starkey; motion carried by all members present voting Aye.

Consider an award of bid to WadeCon, LLC., for the Mustang Bayou Bank Repair at Bayou Drive Project in an amount not to exceed \$407,385; and authorize the City Manager to sign the contract upon legal review.

On June 29, 2021, bids were opened for the Mustang Bayou Bank Repair at Bayou Drive Project, and WadeCon, LLC was the qualified low bidder. GC Engineering, Inc., the City's consultant that designed the project, reviewed all bids that were received and has recommended WadeCon, LLC. for this project.

Contract Amount:	\$370,350
10% Contingency:	\$ 37,035
Total Amount:	\$407,385

The Mustang Bayou Bank Repair at Bayou Drive Project includes repairs to the bank of Mustang Bayou parallel to Bayou Drive, approximately 240 feet south of the East House Street intersection, that was damaged during Hurricane Harvey in 2017. The work consists of installation of 30 feet of sheet pile wall with sheet pile tie back, slope stability repairs utilizing geotextile, riprap, hydromulch seeding, and anchored sodding. The project also includes the repair of the Tom Blakeney Hike and Bike Trail and extension of the pedestrian handrail in this area.

The project has an allotted construction time of 50 calendar days.

This project will be funded from the Hurricane Harvey Disaster Funds and the General Capital Projects Fund. It is anticipated that FEMA will reimburse the City for approximately \$120,000 of the project cost. Staff recommended approval.

Suzanne Hanneman, City Attorney and Michelle Segovia, City Engineer presented this item before City Council with explanation.

Council member Starkey moved to award a bid to WadeCon, LLC., for the Mustang Bayou Bank Repair at Bayou Drive Project in an amount not to exceed \$407,385; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Addendum No. 1 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Texas Pride Disposal to adjust rates paid to Texas Pride Disposal due to the net increase in the revised Consumer Price Index Rate for All Urban Consumers (CPI-U) for the Houston-Galveston-Brazoria, TX area, fuel cost adjustments, and operational costs pursuant to the agreement; and authorize the Mayor to sign Addendum No. 1 upon legal review.

The City's contract with Texas Pride Disposal for refuse collection and disposal service contains a provision for an annual adjustment of compensation paid to the contractor. The contract states that that the contractor shall be compensated in accordance with the CPI-U adjustment and an operating cost adjustment (including a fuel adjustment).

Texas Pride Disposal submitted their annual renewal letter evaluating the CPI-U and operational costs per their contract with the City. The adjustments used to calculate the percentage increase for FY22 are as follows:

CPI-U	+4.5%
Fuel adj.	0%
Operating adj.	0%
Net adjustment for FY20:	+4.5%

Based on estimated FY21 end of year projections, the 4.5% contractual increase is approximately \$106,476 for FY22 as compared to FY21. Should City Council approve the contractual rate increase of 4.5%, the effective date would be October 1, 2021.

Michael Higgins, Director of Administrative Services presented this item before City Council with explanation.

Council member Starkey moved to approve Addendum No. 1 to the contract between the City of Alvin and Texas Pride Disposal; and authorize the Mayor to sign Addendum No. 1 upon legal review. Seconded by Council member Vaughn; motion carried with all members voting Aye.

Discuss and take a record vote to propose a tax rate of \$0.76800 per \$100 of assessed valuation, which is a tax increase of 1.65% above the No New Revenue Rate, to be adopted at a future meeting. The tax rate adoption process consists of the comparison of four (4) rates: the No New Revenue Rate, the Voter Approval Rate, the De Minimis Rate and the City's Proposed Tax Rate.

The No New Revenue Rate (\$0.755504 per \$100 of assessed valuation) is a hypothetical benchmark tax rate. It is used to calculate the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2020 tax year (FY21) and the 2021 tax year (FY22).

The Voter Approval Rate (\$0.829900 per \$100 of assessed valuation) is the highest tax rate that the City may adopt without voter approval and requires an election (petition or mandatory) to go above the rate.

The De Minimis Rate (\$0.790603 per \$100 of assessed valuation) is a hypothetical benchmark tax rate that allows cities (under 30,000 in population) to adopt a tax rate that generates \$500,000 more in property tax revenue than the previous year. The de minimis rate is designed to give cities some relief from the 3.5 percent Voter Approval Tax Rate – allowing a small city to exceed the Voter Approval Rate of 3.5% and not require an election.

The Proposed Tax Rate (\$0.768000 per \$100 of assessed valuation) is the rate proposed to generate property tax revenues to be used for the general maintenance and operational costs of providing City services and paying the annual principal and interest on bonds and other debt secured by property tax revenues.

According to the Local Government Code, when a city initially proposes a tax rate that exceeds the lower of the Voter Approval Rate or the No New Revenue Rate, the city council must vote to place a proposal to adopt the proposed rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule one public hearing on the City's proposed tax rate.

For FY22, staff is proposing to keep the City's current tax rate at \$0.76800 per \$100 of taxable assessed valuation. Because the City's Proposed Tax Rate exceeds the lower of the No New Revenue Rate or the Voter Approval Rate, one (1) public hearing is required to be held before adopting the proposed tax rate. This public hearing is scheduled for August 19, 2021.

The City Council will consider adopting the City's "final" tax rate at the regular meeting of the City Council on September 2, 2021, at 7:00 p.m.

Council member Adame moved to propose a tax rate of \$0.76800 per \$100 of assessed valuation, which is a tax increase of 1.65% above the No New Revenue tax rate, to be adopted at a future meeting. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider setting one (1) public hearing concerning the proposed tax rate on Thursday, August 19, 2021, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas.

The City's proposed tax rate exceeds the No New Revenue tax rate but is less than the Voter Approval Rate. As a result, the Local Government Code requires City Council to set (1) public hearing on the proposed tax rate. The City Council will consider adopting the final tax rate at the regular meeting of the City Council on September 2, 2021, at 7:00 p.m.

Council member Adame moved to set one (1) public hearing concerning the proposed tax rate on Thursday, August 19, 2021, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas. Seconded by Council member Starkey; motion carried with all members 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.

There were no requests made.

REPORTS FROM CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the August 19, 2021, City Council Meeting

ITEMS OF COMMUNITY INTEREST

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

EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to: Section 551.072 of the Local Government Code: Deliberation regarding the purchase, exchange, lease, or value of real properties near 113 E. Sealy St.

Mayor Horn adjourned to Executive Session at 7:40 p.m.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to Open Session at 8:09 p.m. There was no action taken from the Executive Session.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:10 p.m.

PASSED and APPROVED the 19th day of August 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, AUGUST 10, 2021
6:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:00 P.M. with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela. Councilmembers: Gabe Adame, Keko Moore, Joel Castro, and Glenn Starkey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services; Ron Schmitz, EMS Director/EM Coordinator; Carmen Williams, Director of Human Resources; Brett Cole, CIP Project Manager; Josh Dearing, Economic Development Coordinator; Athlyn Allen, CVB Coordinator and Robert E. Lee, Police Chief.

WORKSHOP ITEMS:

Discuss FY 2021-2022 Proposed Budget.

Mr. Roland reviewed FY 21-22 budget items:

- Mr. Tom Stansel, Chief Operations Officer for the Alvin Museum Society, requested increase in budget to museum from \$35,000. Council agreed to \$45,000.
- Council agreed to the one proposed Mental Health Officer to the Police Department budget.
- Mayor and Council Member Starkey thanked staff members and department heads for their hard work and dedication to the City of Alvin.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:19 p.m.

PASSED and APPROVED the 19th day of August 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 8/19/2021

Department: Police

Contact: Chief Robert E Lee

Agenda Item: Consider adopting a Mental Health Leave policy for City of Alvin First Responders who experience a traumatic event in the scope of employment with the City of Alvin.

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☒ Other

Summary: During the regular session of the 87th Legislature, S.B. 1359 was passed and becomes effective September 1, 2021. S.B. 1359 creates 614.015 of the Texas Government Code, Mental Health Leave for Peace Officers, which requires:

- 1) that each law enforcement agency develop and adopt a policy (as soon as practical after the effective date of the act) allowing the use of mental health leave by peace officers;
- 2) that the policy provide clear guidelines for granting mental health leave;
- 3) that the mental health leave be granted without deduction of salary or other compensation;
- 4) that the policy enumerates the number of days available; and
- 5) details a level of anonymity for a peace officer who takes mental health leave.

After consideration that other departments (other than peace officers) are likely to also experience trauma during the scope of their service to the City of Alvin, it is the recommendation of staff to include mental health leave to emergency medical services personnel, firefighters, emergency management personnel, communication officers and detention officers.

While meeting the specifics required in S.B. 1359, this policy allows for up to 40 hours of leave time available for use during a fiscal year. This time will not be deducted from the employee's accrued benefits (sick, vacation, compensatory time) or salary, and may be taken incrementally in full shift (one workday) blocks as needed for the employee to seek assistance as needed.

Should council approve this policy, it will be incorporated into the City's Personnel Policy.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 8-16-2021 SLH

Supporting documents attached:

- S.B. 1359
- Mental Health Leave for First Responders

Recommendation: Move to approve adopting a Mental Health Leave policy for City of Alvin First Responders who experience a traumatic event in the scope of employment with the City of Alvin

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

AN ACT

relating to adoption by law enforcement agencies of a mental health leave policy for peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 614, Government Code, is amended by adding Subchapter A-1 to read as follows:

SUBCHAPTER A-1. MENTAL HEALTH LEAVE

Sec. 614.015. MENTAL HEALTH LEAVE FOR PEACE OFFICERS. (a)

In this section, "law enforcement agency" means an agency of the state or an agency of a political subdivision of the state authorized by law to employ peace officers.

(b) Each law enforcement agency shall develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment.

(c) The mental health leave policy adopted under this section must:

(1) provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave;

(2) entitle a peace officer to mental health leave without a deduction in salary or other compensation;

(3) enumerate the number of mental health leave days available to a peace officer; and

1 (4) detail the level of anonymity for a peace officer
2 who takes mental health leave.

3 (d) The mental health leave policy adopted under this
4 section may provide a list of mental health services available to
5 peace officers in the area of the law enforcement agency.

6 SECTION 2. As soon as practicable after the effective date
7 of this Act, each law enforcement agency shall develop the mental
8 health leave policy required by Section 614.015, Government Code,
9 as added by this Act.

10 SECTION 3. This Act takes effect September 1, 2021.

S.B. No. 1359

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1359 passed the Senate on April 29, 2021, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1359 passed the House on May 23, 2021, by the following vote: Yeas 140, Nays 5, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

MENTAL HEALTH LEAVE FOR FIRST RESPONDERS

- A.** The City provides paid time off for full time first responders (police officers, communication officers, detention officers, emergency medical services personnel, firefighters, and/or emergency management personnel) who have experienced or suffered trauma, due to a traumatic event in the scope of employment. This paid time off should be used to seek assistance in overcoming adverse effects of such an experience.
 - 1.** Trauma results from an event, series of events or a set of circumstances that is experienced by an individual as physically or emotionally harmful or life threatening and that has lasting adverse effects on the individual's functioning and mental, physical, social, emotional, or spiritual well being (Substance Abuse and Mental Health Services Administration)
 - 2.** Traumatic Event – a natural or man-made event which causes trauma.
- B.** A full time first responder who suffers trauma as a result of a traumatic event in the scope of employment may be granted mental health leave upon written request to the City Manager or the City Manager's designee. The City Manager or designee shall grant or deny the request for mental health leave within 24-hours of receiving the request. If denied, the reason(s) for the denial must be enumerated in writing.
- C.** Approved personnel shall be eligible for up to one (1) work week (40 hours maximum) of paid Mental Health Leave. This time may be taken consecutively or in a minimum of one (1) workday segments. These workday segments may be eight, ten, twelve, or twenty four-hour periods and will correspond to the employee's normally assigned schedule.
- D.** Personnel shall not be granted more than 40 hours of Mental Health Leave within the City's fiscal year. Nothing in this policy shall prevent an employee who needs more time from using other leave time or benefits available to them as employees of the City of Alvin.
- E.** As with sick leave used for personal illness, employees taking mental health leave may not work outside employment for the duration of the leave.
- F.** Mental Health Leave is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation.
- G.** To maintain anonymity for the reason of absence, any mental health leave used under this policy shall be entered as "administrative leave with pay" in the City payroll system and no reason for the administrative leave shall be documented on the entry.
- H.** The Letter requesting leave as well as the City Manager's or designee response granting or denying such leave shall be forwarded, along with dates of the leave and the hours taken, to Human Resources to be included in the employee's file.

- I.** The City of Alvin Human Resources Department will coordinate and provide mental health services and contacts for employees who have been approved for mental health leave.
- J.** Prior to returning to work, the city may request the employee to submit to a fitness for duty as a requirement in order to return to work.



AGENDA COMMENTARY

Meeting Date: 8/19/2021

Department: EMS

Contact: Ron Schmitz, EMS Director

Agenda Item: Consider additional funding for Engineering Services with Alpha Testing, Inc. in an amount not to exceed \$25,894 for Construction Materials Testing services for the new EMS/Fire Station Project; and authorize the City Manager to approve the added costs up to \$89,868.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised in 2019. The *Engineering Services Agreement* provides geotechnical and construction materials testing for the new EMS and Fire Station project. Following staff's review of the submitted RFQs, Alpha Testing, Inc. was selected and subsequently began geotechnical testing related to the Fire/EMS station.

The \$63,974 Engineering Services Agreement with Alpha Testing Inc. was approved by City Council in August 2020. Change orders (\$15,989) and other additional costs (\$9,905) totaling \$25,894 were acquired due to unexpected delays and field conditions for project inspections bringing the project total to \$89,868. The City Manager's approval authorization per the City's Purchasing Policy for change orders is 25% (or \$15,993.50) of the original *Engineering Services Agreement*.

The City's project manager AGCM and staff have signed off on the additional costs and staff recommends approval of the additional funding request of \$25,894, which includes the \$15,989 change order and the \$9,905 of additional costs. These costs were paid from bond proceeds.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☒ N/A ☐

Funding Account: 318-3502-00-9085 **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

- Alpha Testing CMT Contract - Alvin Fire and EMS Station
- Change Order #1

Recommendation: Move to approve the additional funding for Engineering Services with Alpha Testing, Inc. in an amount not to exceed \$25,894 for Construction Materials Testing services for the new EMS/Fire Station Project; and authorize the City Manager to approve the added costs up to \$89,868.

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

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

CMT COST ESTIMATE

**City of Alvin Fire and EMS Station No. 1
(Preliminary)**

**801 East South Street
Alvin, Texas 77511**

Cost Estimate No: 73271



Environmental

Geotechnical

Construction Materials



Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

6513 West Little York
Road
Houston, Texas 77040

Tel: 713.360.0460
Fax: 713.360.0481
www.alphatesting.com

09/11/19

CITY OF ALVIN

216 West Sealy Street
Alvin, Tx 77511

Attention: Junru Roland
jroland@cityofalvin.com

Construction Materials Testing
Services and Fees
**CITY OF ALVIN FIRE AND EMS STATION NO. 1
(PRELIMINARY)**
Alvin, Texas 77511
Cost Estimate No: 73271-18-42H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,
ALPHA TESTING, INC.

Joseph Culley II, S.E.T.
CMT Department Manager

Heath Helgeson
Senior CMT Estimator

JC/HH
Attachments: Acceptance Sheet
General Terms and Conditions



Firm Profile

HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: bpowell@alphatesting.com

Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: tbegole@alphatesting.com

Brian Hoyt, PE, Geotechnical Manager: bhojt@alphatesting.com

3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

Philip Johnson, PE, CMT Manager: pjohnson@alphatesting.com

4. Houston Office

6513 W. Little York Road, Houston, TX 77040

(V) 713-360-0460 (F) 713-360-0481

Lee Mitchell, PE, Senior Geotechnical Engineer: lmitchell@alphatesting.com

Joseph Culley, SET, CMT Manager: jculley@alphatesting.com



Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



PROJECT INFORMATION

It is our understanding that a new 1 story, steel and C.M.U. building with an approximate footprint of 31,500 square feet is to be constructed at 801 East South Street in Alvin, Texas. Concrete paving is also planned for the proposed structure. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 8/19/2019; structural plans dated: 8/19/2019; and the geotechnical report H190934 by Alpha Testing, Inc.**

During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.

SITE PREPARATION, FILLING, BACKFILLING

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 90 hours to perform approximately 213 field density tests. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 2,867 linear feet of storm drains would be excavated and installed. In addition, about 1,660 linear feet of waterlines, and an estimated 1,470 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required on-site for approximately 104 hours to perform approximately 797 field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

MECHANICAL LIME STABILIZATION

Based on the information provided, that approximately 117,978 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 24 hours to perform approximately 24 density tests and field gradations. In addition, the technician could obtain approximately 3 soil sample for laboratory proctor analysis.

CONCRETE TESTING

Based on information provided, it is our understanding, approximately 3,600 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 142 hours to mold approximately 225 test cylinders.

STRUCTURAL STEEL

It has been estimated that an engineering technician could be required for approximately 36 hours to visually observe the structural steel placed. We estimate that an engineering technician could be required on-site for approximately 12 to perform ultrasonic testing.



PROJECT INFORMATION (Continued)

MORTAR , GROUT & MASONRY UNITS

It is our understanding that mortar and grout placed on the project would be tested. We have estimated that our engineering technician could be required on-site for approximately 120 hours to cast an estimated 150 grout or mortar specimens for compressive strength testing in the laboratory.

SPRAYED-ON FIREPROOFING

Based on our understanding of the project, our engineering technician could be required on-site for approximately 26 hours to perform thickness (and Adhesion) tests and to obtain approximately density samples which will be returned to our laboratory for testing.



SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Building Structures: 1 FDT every 2,500 square feet and 6 inch lift

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

CONCRETE TESTING

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Walls: 1 set of 4 test cylinders every 50 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders every 50 cubic yards.

Spread Footings: 1 set of 4 test cylinders every 50 cubic yards.

Utility Structures: 1 set of 4 test cylinders every 50 cubic yards.

Hardscapes or Sidewalks: 1 set of 4 test cylinders every 50 cubic yards.

Note: This cost estimate assumes sanitary sewer structures are pre-cast and will not require any testing and storm drain structures are cast- in place and will require testing. Should some of these items not require testing, this cost estimate could be revised upon request.

STRUCTURAL STEEL

1 trip every 5,000 square feet

Moment Connections or Full penetration welds: 15 minutes (each)



SCOPE OF SERVICES (Continued)

MORTAR , GROUT & MASONRY UNITS

Mortar: 1 set of 6 test cubes every 5,000 (wall) square feet.

Grout: 1 set of 4 test prisms every 5,000 (wall) square feet.

SPRAYED-ON FIREPROOFING

Field Adhesion / Cohesion: 1 test for every 10,000 square feet.

Density Tests: 1 test for every 10,000 square feet.

Thickness Tests: 1 test for every 10,000 square feet.



ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	80.00	\$42.00	\$3,360.00
Density Testing (ot) /Hour	10.00	\$63.00	\$630.00
Proof Rolling Observation/Hour	12.00	\$42.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	10.00	\$60.00	\$600.00
Proctor #/Each	2.00	\$185.00	\$370.00
Atterberg Limit Test/Each	34.00	\$65.00	\$2,210.00
-200 Sieve/Each	2.00	\$65.00	\$130.00
Vehicle Trip Charge/Trip	11.00	\$60.00	\$660.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
Subtotal			\$8,822.00

II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	96.00	\$42.00	\$4,032.00
Density Testing (ot) /Hour	8.00	\$63.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	12.00	\$60.00	\$720.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$65.00	\$195.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Compressive Strength of Stabilized Sand/Each	2.00	\$200.00	\$400.00
Vehicle Trip Charge/Trip	13.00	\$60.00	\$780.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
Subtotal			\$7,739.00



III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	24.00	\$42.00	\$1,008.00
Field Gradations/Hour	12.00	\$42.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	6.00	\$60.00	\$360.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	10.00	\$65.00	\$650.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Vehicle Trip Charge/Trip	7.00	\$60.00	\$420.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$3,955.00

IV. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	142.00	\$42.00	\$5,964.00
Concrete-Testing (ot)/Hour	16.00	\$63.00	\$1,008.00
Reinforcing Steel Observation/Hour	8.00	\$42.00	\$336.00
Cylinder Pickup/Hour	4.00	\$42.00	\$168.00
Concrete Comp. Test/Each	225.00	\$16.00	\$3,600.00
Floor Flatness (Minimum Charge)/Min	2.00	\$550.00	\$1,100.00
Vehicle Trip Charge/Trip	25.00	\$60.00	\$1,500.00
Engineering Report Review/Hour	4.00	\$95.00	\$380.00
Subtotal			\$14,056.00

V. Concrete Testing ((Spread Footing Observation))

Description	Est. Qty	Unit Rate	Est. Total
Spread Footing Observation/Hour	136.00	\$42.00	\$5,712.00
Spread Footing Observation (ot)/Hour	12.00	\$63.00	\$756.00
Cylinder Pickup/Hour	4.00	\$42.00	\$168.00
Concrete Comp. Test/Each	68.00	\$16.00	\$1,088.00
Vehicle Trip Charge/Trip	18.00	\$60.00	\$1,080.00
Engineering Report Review/Hour	3.00	\$95.00	\$285.00
Subtotal ((Spread Footing Observation))			\$9,089.00
TOTAL (Concrete Testing)			\$23,145.00



VI. Structural Steel

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Monitoring/Hour	36.00	\$85.00	\$3,060.00
Ultrasonic Testing/Hour	12.00	\$125.00	\$1,500.00
Ultrasonic Testing (ot)/Hour	2.00	\$187.50	\$375.00
Equipment Charge/Day	3.00	\$150.00	\$450.00
Vehicle Trip Charge/Trip	12.00	\$60.00	\$720.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
Subtotal			\$6,295.00

ADDITIVE OPTIONS

VII. Mortar & Grout

Description	Est. Qty	Unit Rate	Est. Total
Masonry Observation & Reporting/Hour	120.00	\$50.00	\$6,000.00
Masonry Observation & Reporting (ot)/Hour	10.00	\$75.00	\$750.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Cubes/Each	90.00	\$20.00	\$1,800.00
Grout Prisms/Each	60.00	\$35.00	\$2,100.00
Vehicle Trip Charge/Trip	16.00	\$60.00	\$960.00
Engineering Report Review/Hour	3.00	\$95.00	\$285.00
Subtotal			\$12,063.00

VIII. Sprayed-On Fire Proofing

Description	Est. Qty	Unit Rate	Est. Total
Fireproofing/Hour	24.00	\$50.00	\$1,200.00
Fireproofing (ot)/Hour	2.00	\$75.00	\$150.00
Lab Density Testing/Each	3.00	\$55.00	\$165.00
Adhesion/Cohesion Testing/Each	3.00	\$55.00	\$165.00
Vehicle Trip Charge/Trip	3.00	\$60.00	\$180.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$1,955.00

Grand Total: \$49,956.00

Grand Total With Alternate: \$63,974.00

*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



**CMT
ACCEPTANCE FORM**

Date: September 11, 2019 Alpha Cost Estimate No: 73271-18-42H
CITY OF ALVIN FIRE AND EMS
STATION NO. 1
Project Name: (PRELIMINARY) CMT Estimate \$49,956.00
Project City: Alvin, Texas 77511 CMT Estimate With Alt \$63,974.00

*** Highlighted Areas Must Be Filled Out ***

Please Select Testing Scope

CLIENT: _____ ATTN: _____
ADDRESS: _____ EMAIL: _____
CITY/STATE/ZIP: _____ PHONE/FAX: _____
OWNER OF PROPERTY: _____
ADDRESS: _____ CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____
PROJECT COUNTY: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: _____

Signature	Title	Date
Accounts Payable Contact:		
Name: _____	Phone: _____	Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: _____

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): _____ Please provide a valid email address: _____. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm	Contact Name	Email



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



“EXHIBIT A”

Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT's engagement of ALPHA TESTING, INC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA's profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA's report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.



Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.

Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.



ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 9: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.



Section 10: Termination

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED. Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the

Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the



Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15: Indemnity

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.



Section 18: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. 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 in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.



Section 19: Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

CMT COST ESTIMATE

**City of Alvin Fire and EMS Station No. 1
Change Order**

**801 East South Street
Alvin, Texas 77511**

Cost Estimate No: 73271



Environmental

Geotechnical

Construction Materials



Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

6513 West Little York
Road
Houston, Texas 77040

Tel: 713.360.0460
Fax: 713.360.0481
www.alphatesting.com

09/09/20

CITY OF ALVIN

216 West Sealy Street
Alvin, Tx 77511

Attention: Junru Roland
jroland@cityofalvin.com

Construction Materials Testing
Services and Fees
CITY OF ALVIN FIRE AND EMS STATION NO. 1
CHANGE ORDER
Alvin, Texas 77511
Cost Estimate No: 73271-18-42H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,
ALPHA TESTING, INC.

Joseph Culley II, S.E.T.
CMT Department Manager

Heath Helgeson
Senior CMT Estimator

JC/HH
Attachments: Acceptance Sheet
General Terms and Conditions



Firm Profile

HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: bpowell@alphatesting.com

Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: tbegole@alphatesting.com

Brian Hoyt, PE, Geotechnical Manager: bhojt@alphatesting.com

3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

Philip Johnson, PE, CMT Manager: pjohnson@alphatesting.com

4. Houston Office

6513 W. Little York Road, Houston, TX 77040

(V) 713-360-0460 (F) 713-360-0481

Lee Mitchell, PE, Senior Geotechnical Engineer: lmitchell@alphatesting.com

Joseph Culley, SET, CMT Manager: jculley@alphatesting.com



Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Building Structures: 1 FDT every 2,500 square feet and 6 inch lift

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

CONCRETE TESTING

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Spread Footings: 1 set of 4 test cylinders every 50 cubic yards.

STRUCTURAL STEEL

1 trip every 5,000 square feet

Moment Connections or Full penetration welds: 15 minutes (each)

SCOPE OF SERVICES (Continued)



ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	20.00	\$42.00	\$840.00
Density Testing (ot) /Hour	4.00	\$63.00	\$252.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	4.00	\$60.00	\$240.00
Proctor #/Each	2.00	\$185.00	\$370.00
Atterberg Limit Test/Each	5.00	\$65.00	\$325.00
-200 Sieve/Each	2.00	\$65.00	\$130.00
Vehicle Trip Charge/Trip	5.00	\$60.00	\$300.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$2,720.00

II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	20.00	\$42.00	\$840.00
Density Testing (ot) /Hour	4.00	\$63.00	\$252.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	4.00	\$60.00	\$240.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$65.00	\$195.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Compressive Strength of Stabilized Sand/Each	2.00	\$200.00	\$400.00
Vehicle Trip Charge/Trip	5.00	\$60.00	\$300.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$3,240.00



III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	12.00	\$42.00	\$504.00
Field Gradations/Hour	12.00	\$42.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	6.00	\$60.00	\$360.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	5.00	\$65.00	\$325.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Vehicle Trip Charge/Trip	4.00	\$60.00	\$240.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$2,946.00

IV. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	20.00	\$42.00	\$840.00
Concrete-Testing (ot)/Hour	4.00	\$63.00	\$252.00
Reinforcing Steel Observation/Hour	4.00	\$42.00	\$168.00
Cylinder Pickup/Hour	4.00	\$42.00	\$168.00
Concrete Comp. Test/Each	32.00	\$16.00	\$512.00
Vehicle Trip Charge/Trip	4.00	\$60.00	\$240.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$2,275.00

V. Concrete Testing ((Spread Footing Observation))

Description	Est. Qty	Unit Rate	Est. Total
Spread Footing Observation/Hour	12.00	\$42.00	\$504.00
Spread Footing Observation (ot)/Hour	4.00	\$63.00	\$252.00
Cylinder Pickup/Hour	4.00	\$42.00	\$168.00
Concrete Comp. Test/Each	4.00	\$16.00	\$64.00
Vehicle Trip Charge/Trip	3.00	\$60.00	\$180.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal ((Spread Footing Observation))			\$1,263.00

**VI. Structural Steel**

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Monitoring/Hour	20.00	\$85.00	\$1,700.00
Ultrasonic Testing/Hour	8.00	\$125.00	\$1,000.00
Equipment Charge/Day	3.00	\$150.00	\$450.00
Vehicle Trip Charge/Trip	5.00	\$60.00	\$300.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$3,545.00

Grand Total: **\$15,989.00**

*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



**CMT
ACCEPTANCE FORM**

Date: September 9, 2020 Alpha Cost Estimate No: 73271-18-42H
CITY OF ALVIN FIRE AND EMS
STATION NO. 1 CHANGE
Project Name: ORDER CMT Estimate \$15,989.00
Project City: Alvin, Texas 77511

*** Highlighted Areas Must Be Filled Out ***

Please Select Testing Scope

CLIENT: _____ ATTN: _____
ADDRESS: _____ EMAIL: _____
CITY/STATE/ZIP: _____ PHONE/FAX: _____
OWNER OF PROPERTY: _____
ADDRESS: _____ CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____
PROJECT COUNTY: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: _____

Signature	Title	Date
Accounts Payable Contact:		
Name: _____	Phone: _____	Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: _____

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): _____ Please provide a valid email address: _____. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm	Contact Name	Email



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



“EXHIBIT A”

Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT's engagement of ALPHA TESTING, INC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA's profession currently practicing under similar conditions and in the same locality as the Project.. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA's report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.



Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.

Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.



ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.



Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 9: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.



Section 10: Termination

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED. Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the

Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the



Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15: Indemnity

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.



Section 18: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. 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 in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.



Section 19: Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.